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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Kathleen Dunn
Associate Commissioner

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July 27, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments to existing agreements with multiple vendors to increase the scope of work to improve current services and to expand capacity for new services for substance use disorder treatment and recovery services statewide, by increasing the price limitations by $280,000 in the aggregate from $26,663,129 to an amount not to exceed $26,943,129.00, effective upon the date of Governor and Executive Council approval through September 30, 2015. There is no change to the completion date of December 31, 2015 for the remaining scope of work in the Agreement. 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
Child & Family Services, Manchester, NH	$303,810.50	$20,000.00	$323,810.50
Concord Hospital, Concord, NH	$260,421.00	$20,000.00	$280,421.00
Families First of the Greater Seacoast, Portsmouth, NH	$101,227.00	$20,000.00	$121,227.00
Families in Transition, Manchester, NH	$1,163,855.00	$20,000.00	$1,183,855.00
Grafton County, North Haverhill, NH	$242,938.50	$0.00	$242,938.50
Greater Nashua Council on Alcoholism, Nashua, NH	$4,823,837.00	$20,000.00	$4,843,837.00
Headrest, Inc., Lebanon, NH	$880,075.00	$20,000.00	$900,075.00
Horizons Counseling Center, Inc., Gilford, NH	$700,786.00	$20,000.00	$720,786.00
Manchester Alcoholism Rehabilitation Center, Manchester, NH	$3,922,096.50	$20,000.00	$3,942,096.50
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	$94,899.00	$20,000.00	$114,899.00
Phoenix Houses of New England, Inc., Providence, RI	$5,251,303.50	$20,000.00	$5,271,303.50

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	$1,557,404.00	$20,000.00	$1,577,404.00
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	$4,654,426.00	$20,000.00	$4,674,426.00
Tri-County Community Action Program, Berlin, NH	$2,443,504.50	$20,000.00	$2,463,504.50
The Youth Council, Nashua, NH	$262,545.50	$20,000.00	$282,545.50
Totals	$26,663,129.00	$280,000.00	$26,943,129.00

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

Please see attachment for fiscal details.

EXPLANATION

These Amendments are **sole source** because the Department wants to add a new scope of work to the current contracts for work to be completed by September 30, 2015. This does not allow for enough time for the procurement process.

These Amendments are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities. In 2014 there were 325 opioid overdose deaths in New Hampshire with the death toll for 2015 trending toward a significant increase in the number of overdose deaths.

Approval of these Amendments will allow the Contractors to utilize federal funds from the Substance Abuse and Mental Health Services Administration to improve current services and expand capacity for new services for the substance use disorder treatment and recovery support services. The Contractors will be able to improve and expand upon services by training staff in evidence-based practices for new or current treatment services, purchasing new program materials to implement new evidence-based practices, and hiring consultants to assist with obtaining facility licenses to provide new services and with designing new programs. The Contractors will be able to improve and expand upon business functions by upgrading computer systems and software to allow for 3rd party billing and clinical record keeping in an electronic health record, that result in more efficient operations and increased staff time to provide more treatment services.

In combination with other Department strategies such as increased prevention services and education and media campaigns, the work of these Contractors will result in serving more clients with more effective substance use disorder treatment and recovery support services that will help mitigate negative impacts of the opioid epidemic such as overdoses.

One vendor's contract with Grafton County is not being amended because Federal restrictions prevent these funds being used to serve incarcerated clients, which is the only population that Grafton County serves.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item #134), Amendments for SFY 2015 were approved on June 28, 2014 (Item #99), and December 23, 2014 (Item #16) for two vendors (Tri County Community Action Program and Phoenix House of New England), and June 4, 2015 by the Attorney General for one vendor (Families in Transition), and Amendments for July 1, 2015 to December 31, 2015 were approved on June 24, 2015 (Item #29).

A scanned copy of these Amendments, including the Governor and Executive Council letters and accompanying documentation from the original agreement and subsequent amendments will be available on-line, once posted to the meeting agenda for the Governor and Executive Council, at http://sos.nh.gov/GC2.aspx.

Should the Governor and Executive Council determine to not authorize these Amendments, the Contractors would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. This would result in fewer clients being able to access effective, efficient, substance use disorder treatment services resulting in continued substance use. In addition, failure to obligate the Federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14.

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

Respectfully submitted,

Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

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

Child and Family Services of New Hampshire (Vendor #177166 B002)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$19,474	$0	$19,474
102-500734	Contracts for Prog Svc	2014	$19,474	$0	$19,474
102-500734	Contracts for Prog Svc	2015	$19,474	$0	$19,474
102-500734	Contracts for Prog Svc	2016	$9,737	$0	$9,737
		Sub-total	$68,159	$0	$68,159

Concord Hospital, Inc. (Vendor #177653 B014)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$16,693	$0	$16,693
102-500734	Contracts for Prog Svc	2014	$16,693	$0	$16,693
102-500734	Contracts for Prog Svc	2015	$16,693	$0	$16,693
102-500734	Contracts for Prog Svc	2016	$8,346.50	$0	$8,346.50
		Sub-total	$58,425.50	$0	$58,425.50

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$251,406	$0	$251,406
102-500734	Contracts for Prog Svc	2014	$251,406	$0	$251,406
102-500734	Contracts for Prog Svc	2015	$251,406	$0	$251,406
102-500734	Contracts for Prog Svc	2016	$125,703	$0	$125,703
		Sub-total	$879,921	$0	$879,921

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$217,425	$0	$217,425
102-500734	Contracts for Prog Svc	2014	$217,425	$0	$217,425
102-500734	Contracts for Prog Svc	2015	$217,425	$0	$217,425
102-500734	Contracts for Prog Svc	2016	$108,712	$0	$108,712
		Sub-total	$760,987	$0	$760,987

Fiscal Details

County of Grafton (Vendor #177397 B003)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$34,706	$0	$34,706
102-500734	Contracts for Prog Svc	2014	$34,706	$0	$34,706
102-500734	Contracts for Prog Svc	2015	$34,706	$0	$34,706
102-500734	Contracts for Prog Svc	2016	$17,353	$0	$17,353
		Sub-total	$121,471	$0	$121,471

Headrest, Inc (Vendor #175226 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$56,413	$0	$56,413
102-500734	Contracts for Prog Svc	2014	$56,413	$0	$56,413
102-500734	Contracts for Prog Svc	2015	$56,413	$0	$56,413
102-500734	Contracts for Prog Svc	2016	$28,206.50	$0	$28,206.50
		Sub-total	$197,445.50	$0	$197,445.50

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$42,532	$0	$42,532
102-500734	Contracts for Prog Svc	2014	$42,532	$0	$42,532
102-500734	Contracts for Prog Svc	2015	$42,532	$0	$42,532
102-500734	Contracts for Prog Svc	2016	$21,266	$0	$21,266
		Sub-total	$148,862	$0	$148,862

The Mental Health Center of Greater Manchester, Inc (Vendor #177184 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$6,083	$0	$6,083
102-500734	Contracts for Prog Svc	2014	$6,083	$0	$6,083
102-500734	Contracts for Prog Svc	2015	$6,083	$0	$6,083
102-500734	Contracts for Prog Svc	2016	$3,041.50	$0	$3,041.50
		Sub-total	$21,290.50	$0	$21,290.50

Fiscal Details

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$326,988	$0	$326,988
102-500734	Contracts for Prog Svc	2014	$326,988	$0	$326,988
102-500734	Contracts for Prog Svc	2015	$348,538	$0	$348,538
102-500734	Contracts for Prog Svc	2016	$174,269	$0	$174,269
		Sub-total	$1,176,783	$0	$1,176,783

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$97,024	$0	$97,024
102-500734	Contracts for Prog Svc	2014	$97,024	$0	$97,024
102-500734	Contracts for Prog Svc	2015	$97,024	$0	$97,024
102-500734	Contracts for Prog Svc	2016	$48,512	$0	$48,512
		Sub-total	$339,584	$0	$339,584

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$239,491	$0	$239,491
102-500734	Contracts for Prog Svc	2014	$239,491	$0	$239,491
102-500734	Contracts for Prog Svc	2015	$239,491	$0	$239,491
102-500734	Contracts for Prog Svc	2016	$119,745.50	$0	$119,745.50
		Sub-total	$838,218.50	$0	$838,218.50

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$137,281	$0	$137,281
102-500734	Contracts for Prog Svc	2014	$137,281	$0	$137,281
102-500734	Contracts for Prog Svc	2015	$181,036	$0	$181,036
102-500734	Contracts for Prog Svc	2016	$90,518	$0	$90,518
		Sub-total	$546,116	$0	$546,116

The Youth Council (Vendor #154886 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$16,876	$0	$16,876
102-500734	Contracts for Prog Svc	2014	$16,876	$0	$16,876
102-500734	Contracts for Prog Svc	2015	$16,876	$0	$16,876
102-500734	Contracts for Prog Svc	2016	$8,438	$0	$8,438
		Sub-total	$59,066	$0	$59,066
		Gov. Comm	**$52,216,329**	**$0**	**$5,216,329**

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

Child and Family Services of New Hampshire (Vendor #177166 B002)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$67,329	$0	$67,329
102-500734	Contracts for Prog Svc	2014	$67,329	$0	$67,329
102-500734	Contracts for Prog Svc	2015	$67,329	$0	$67,329
102-500734	Contracts for Prog Svc	2016	$33,664.50	$20,000	$53,664.50
		Sub-total	$235,651.50	$20,000	$255,651.50

Concord Hospital, Inc (Vendor #177653 B014)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$57,713	$0	$57,713
102-500734	Contracts for Prog Svc	2014	$57,713	$0	$57,713
102-500734	Contracts for Prog Svc	2015	$57,713	$0	$57,713
102-500734	Contracts for Prog Svc	2016	$28,856.50	$20,000	$48,856.50
		Sub-total	$201,995.50	$20,000	$221,995.50

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$28,922	$0	$28,922
102-500734	Contracts for Prog Svc	2014	$28,922	$0	$28,922
102-500734	Contracts for Prog Svc	2015	$28,922	$0	$28,922
102-500734	Contracts for Prog Svc	2016	$14,461	$20,000	$34,961
		Sub-total	$101,227	$20,000	$121,227

Fiscal Details

Families in Transition (Vendor #157730 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$332,530	$0	$332,530
102-500734	Contracts for Prog Svc	2014	$332,530	$0	$332,530
102-500734	Contracts for Prog Svc	2015	$332,530	$0	$332,530
102-500734	Contracts for Prog Svc	2016	$166,265	$20,000	$186,265
		Sub-total	$1,163,855	$20,000	$1,183,855

County of Grafton (Vendor #177397 B003)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$34,705	$0	$34,705
102-500734	Contracts for Prog Svc	2014	$34,705	$0	$34,705
102-500734	Contracts for Prog Svc	2015	$34,705	$0	$34,705
102-500734	Contracts for Prog Svc	2016	$17,352.50	$0	$17,352.50
		Sub-total	$121,467.50	$0	$121,467.50

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$869,193	$0	$869,193
102-500734	Contracts for Prog Svc	2014	$869,193	$0	$869,193
102-500734	Contracts for Prog Svc	2015	$869,193	$0	$869,193
102-500734	Contracts for Prog Svc	2016	$434,596.50	$20,000	$454,596.50
		Sub-total	$3,042,175.50	$20,000	$3,062,175.50

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$1,139,520	$0	$1,139,520
102-500734	Contracts for Prog Svc	2014	$1,139,520	$0	$1,139,520
102-500734	Contracts for Prog Svc	2015	$1,139,520	$0	$1,139,520
102-500734	Contracts for Prog Svc	2016	$644,290	$20,000	$664,290
		Sub-total	$4,062,850	$20,000	$4,082,850

Headrest, Inc (Vendor #175226 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$195,037	$0	$195,037
102-500734	Contracts for Prog Svc	2014	$195,037	$0	$195,037
102-500734	Contracts for Prog Svc	2015	$195,037	$0	$195,037
102-500734	Contracts for Prog Svc	2016	$97,518.50	$20,000	$117,518.50
		Sub-total	$682,629.50	$20,000	$702,629.50

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$147,044	$0	$147,044
102-500734	Contracts for Prog Svc	2014	$147,044	$0	$147,044
102-500734	Contracts for Prog Svc	2015	$147,044	$0	$147,044
102-500734	Contracts for Prog Svc	2016	$110,792	$20,000	$130,792
		Sub-total	$551,924	$20,000	$571,924

The Mental Health Center of Greater Manchester, Inc (Vendor #177184 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$21,031	$0	$21,031
102-500734	Contracts for Prog Svc	2014	$21,031	$0	$21,031
102-500734	Contracts for Prog Svc	2015	$21,031	$0	$21,031
102-500734	Contracts for Prog Svc	2016	$10.515.50	$20,000	$30,515.50
		Sub-total	$73,608.50	$20,000	$93,608.50

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$1,130,502	$0	$1,130,502
102-500734	Contracts for Prog Svc	2014	$1,130,502	$0	$1,130,502
102-500734	Contracts for Prog Svc	2015	$1,206,771	$0	$1,206,771
102-500734	Contracts for Prog Svc	2016	$606,745.50	$20,000	$626,745.50
		Sub-total	$4,074,520.50	$20,000	$4,074,520.50

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$335,444	$0	$335,444
102-500734	Contracts for Prog Svc	2014	$335,444	$0	$335,444
102-500734	Contracts for Prog Svc	2015	$335,444	$0	$335,444
102-500734	Contracts for Prog Svc	2016	$211,488	$20,000	$231,488
		Sub-total	$1,217,820	$20,000	$1,237,820

Fiscal Details

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$1,090,345	$0	$1,090,345
102-500734	Contracts for Prog Svc	2014	$1,090,345	$0	$1,090,345
102-500734	Contracts for Prog Svc	2015	$1,090,345	$0	$1,090,345
102-500734	Contracts for Prog Svc	2016	$545,172.50	$20,000	$565,172.50
		Sub-total	$3,816,207.50	$20,000	$3,836,207.50

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

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$474,623	$0	$474,623
102-500734	Contracts for Prog Svc	2014	$474,623	$0	$474,623
102-500734	Contracts for Prog Svc	2015	$629,896	$0	$629,893
102-500734	Contracts for Prog Svc	2016	$318,246.50	$20,000	$338,246.50
		Sub-total	$1,897,385.50	$20,000	$1,917,385.50

The Youth Council (Vendor #154886 B001)

Class/ Account	Title	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	2013	$58,137	$0	$58,137
102-500734	Contracts for Prog Svc	2014	$58,137	$0	$58,137
102-500734	Contracts for Prog Svc	2015	$58,137	$0	$58,137
102-500734	Contracts for Prog Svc	2016	$29,068.50	$20,000	$49,068.50
		Sub-total	$203,479.50	$20,000	$223,479.50
		Clinical Svcs	**$21,446,800**	**$280,000**	**$21,726,800**
			$26,663,129	**$280,000**	**$26,943,129**

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $4,843,837.00.

3. Add Exhibit A-1, Scope of Services.

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: JV
Date: 7/17/15

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

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

State of New Hampshire
Department of Health and Human Services

7/20/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Greater Nashua Council on Alcoholism

7/17/15
Date

NAME Peter Kelleher
TITLE President & CEO

Acknowledgement:
State of NH, County of Hillsborough on 7/17/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

KARYN J. SMITH, Notary Public
My Commission Expires February 25, 2020

Contractor Initials: PK
Date: 7/17/15

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

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: SK
Date: 9/2/15

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials MV
Date 7/17/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $753,002.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
X	Low-Intensity – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $6,770
X	Medication Assisted Treatment Services:	According to	Up to $67,760

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
	Physician Visits and Medication	Exhibit B-2 Medication Assisted Treatment Services Fee Table	

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

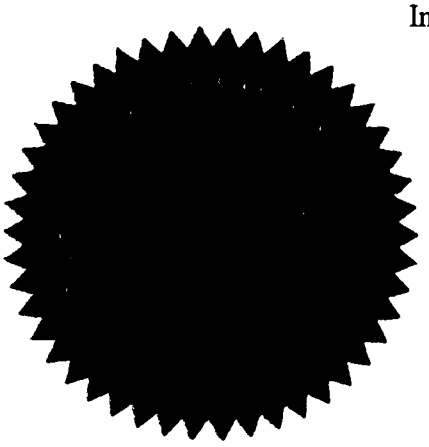
G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 07/17/15:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17th day of July, 2015.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Aponovich
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 17th day of July, 2015.

By David Aponovich.
(Name of Elected Officer of the Agency)

Kary Smith
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KARYN J. SMITH, Notary Public My Commission Expires February 25, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2015

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

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

PRODUCER	CONTACT NAME: Kimberly Gutekunst
Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgutekunst@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : QBE Insurance Corp	
INSURER C : Lexington	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	HARHO
Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	

COVERAGES **CERTIFICATE NUMBER:** 273778048 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		ZBV970714702	7/1/2015	7/1/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			AHV9706003	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			UHV970913302	7/1/2015	7/1/2016	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		QWC300056	11/26/2014	11/26/2015	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability			01757042615	7/1/2014	7/1/2015	$1,000,000 $1,000,000 $1,000,000	$3,000,000 $3,000,000 $3,000,000

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

Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
See Attached...

CERTIFICATE HOLDER

DHHS
Contracts and Procurement Unit
Brown Building 129 Pleasant St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc L Berube

AGENCY CUSTOMER ID: HARHO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Eaton & Berube Insurance Agency, Inc.	Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

Mission Statement

**To empower the chemically dependent person to
Take responsibility toward recovery through
Professional counseling in a caring environment**

Overview

- **Greater Nashua area's only non-medical substance abuse detoxification/assessment center**
- **Uniquely geared to address needs for the homeless, uninsured and underinsured population**
- **Established in 1990 to serve both male and female clients**

Back to Mission Statement and Overviews

GREATER NASHUA
COUNCIL ON ALCOHOLISM

Financial Statements

For the Year Ended June 30, 2014

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

MELANSONHEATH
ACCOUNTANTS • AUDITORS

102 Perimeter Road
Nashua, NH 03063
(603)882-1111
melansonheath.com

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit

procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Nashua Council on Alcoholism, Inc.'s fiscal year June 30, 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

January 15, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2014

(With Comparative Totals as of June 30, 2013)

ASSETS	2014	2013
Current Assets:		
Cash and cash equivalents	$ 71,776	$ 88,609
Accounts receivable, net of allowance	222,351	207,453
Other current assets	6,613	6,362
Total Current Assets	300,740	302,424
Property and equipment, net of accumulated depreciation	6,013,809	6,206,150
Restricted cash	25,228	25,220
Total Assets	$ 6,339,777	$ 6,533,794
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	$ 108,397	$ 21,759
Accrued expenses and other liabilities	117,372	105,592
Current portion of mortgages payable	150,022	147,060
Total Current Liabilities	375,791	274,411
Long Term Liabilities:		
Due to related organizations	177,744	132,707
Mortgages payable, long-term	3,721,966	3,872,111
Mortgages payable, deferred	1,885,000	1,885,000
Total Long Term Liabilities	5,784,710	5,889,818
Total Liabilities	6,160,501	6,164,229
Unrestricted Net Assets	179,276	369,565
Total Liabilities and Net Assets	$ 6,339,777	$ 6,533,794

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

Support and Revenue:	2014	2013
Support:		
State of New Hampshire	$ 1,462,099	$ 1,448,696
Federal grants	84,602	352,072
Donations	13,040	25,985
Other grants	6,136	4,000
Revenue:		
Medicaid	573,892	602,423
Third party insurance	42,767	-
Other income	28,026	4,978
Contracted services	21,110	21,400
Client billings, net of allowances and write-offs	(14,204)	70,904
Medicare	3,252	-
Interest income	41	36
Total Support and Revenue	2,220,761	2,530,494
Expenses:		
Program services	2,152,850	2,376,614
General and administrative	225,721	156,453
Fundraising	32,479	38,736
Total Expenses	2,411,050	2,571,803
Change in Net Assets	(190,289)	(41,309)
Unrestricted Net Assets, Beginning of Year	369,565	410,874
Unrestricted Net Assets, End of Year	$ 179,276	$ 369,565

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	Program Services	General and Administrative	Fundraising	2014 Total	2013 Total
Advertising	$ 2,575	$ 108	$ 74	$ 2,757	$ 3,162
Accounting fees	-	7,075	-	7,075	9,675
Client services	63,568	239	-	63,807	100,089
Client transportation	13,628	-	-	13,628	10,935
Conferences and conventions	455	789	-	1,244	1,100
Contract services	7,799	17,606	-	25,405	167,639
Depreciation	191,406	4,685	-	196,091	199,349
Employee benefits	179,637	43,685	1,836	225,158	212,691
Food	92,960	-	-	92,960	92,991
Garbage and trash removal	2,558	68	-	2,626	2,118
Information technology	668	362	-	1,030	527
Insurance	12,430	947	-	13,377	15,922
Journals and publications	527	12	-	539	-
Membership dues	2,513	592	-	3,105	707
Miscellaneous	5,350	1,652	319	7,321	17,494
Mortgage interest	241,238	13,438	-	254,676	258,000
Office supplies	5,395	363	-	5,758	11,714
Operating and maintenance	53,428	1,627	-	55,055	70,496
Operational supplies	24,690	170	-	24,860	30,814
Payroll taxes	100,169	10,922	2,328	113,419	116,503
Postage	1,727	275	-	2,002	3,061
Professional fees	7,100	3,933	3,150	14,183	3,164
Salaries and wages	1,029,405	114,268	24,772	1,168,445	1,121,274
Snow removal	8,677	210	-	8,887	5,181
Staff development	3,728	29	-	3,757	7,713
Staff expenses	672	508	-	1,180	583
Staff travel	6,065	126	-	6,191	10,532
Telephone	3,107	72	-	3,179	5,420
Utilities	73,132	1,781	-	74,913	72,065
Vehicle expenses	18,243	179	-	18,422	20,884
Total functional expenses	$ 2,152,850	$ 225,721	$ 32,479	$ 2,411,050	$ 2,571,803

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2014

(With Comparative Totals as of June 30, 2013)

Cash Flows From Operating Activities:	2014	2013
Change in net assets	$ (190,289)	$ (41,309)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	196,091	199,349
(Increase) Decrease In:		
Accounts receivable	(14,898)	272,091
Promises to give	-	25,000
Other current assets	(250)	(6,362)
Increase (Decrease) In:		
Accounts payable	86,639	(29,716)
Accrued expenses and other liabilities	11,780	(17,418)
Net Cash Provided By Operating Activities	89,073	401,635
Cash Flow From Investing Activities:		
Purchase of fixed assets	(3,750)	(20,629)
Change in reserve for replacements	(8)	(12)
Net Cash Used By Investing Activities	(3,758)	(20,641)
Cash Flows From Financing Activities:		
Change in due to related organizations	45,035	(191,294)
Principal payments on long term debt	(147,183)	(142,360)
Net Cash Used By Financing Activities	(102,148)	(333,654)
Net Increase (Decrease)	(16,833)	47,340
Cash and Cash Equivalents, Beginning of Year	88,609	41,269
Cash and Cash Equivalents, End of Year	$ 71,776	$ 88,609
Supplemental disclosures of cash flow information:		
Interest paid	$ 255,421	$ 252,071

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. Organization:

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children and offender re-entry services initiative.

2. Summary of Significant Accounting Policies:

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made.*

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2014, management has taken into account a variety of factors.

Property, Equipment and Depreciation

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

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

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was $97,004 and $113,829 at June 30, 2014 and 2013, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	2014	2013
Insured by FDIC	$ 115,750	$ 153,103
Total Bank Balance	$ 115,750	$ 153,103

4. Accounts Receivable, Net:

Accounts receivable at June 30, 2014 and 2013 consist mainly of amounts due from clients for services and miscellaneous charges.

5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	2014	2013
Land	$ 742,500	$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	18,887
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	22,297	22,297
Subtotal	6,481,524	6,477,774
Less: accumulated depreciation	(467,715)	(271,624)
Total	$ 6,013,809	$ 6,206,150

Depreciation expense for the years ended June 30, 2014 and 2013 totaled $196,091 and $199,349, respectively.

The estimated useful lives of the depreciable assets are as follows:

Assets	Years
Building and improvements	30
Land improvements	15
Furniture and fixtures	5 - 7
Equipment	5
Vehicles	5

6. Reserve for Replacements:

Reserve for replacements consist of funds required by the New Hampshire Housing Finance Authority and is used for the replacement of property with prior approval.

7. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

	2014	2013
Accrued payroll and related liabilities	$ 105,848	$ 94,111
Accrued interest	11,346	10,601
HAS liability	148	-
Other accruals	30	880
Total	$ 117,372	$ 105,592

8. Due to Related Organizations:

Due to related organizations represents long-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2014 are as follows:

	2014	2013
Current:		
Harbor Homes, Inc.	$ 55,249	$ 35,584
Healthy at Home, Inc.	95,440	94,930
Southern New Hampshire HIV/AIDS Task Force	27,055	2,193
Total	$ 177,744	$ 132,707

9. Mortgages Payable:

Long-term debt as of June 30, 2014 consisted of the following:

A mortgage payable to a local bank, due in monthly installments of $10,133, including principal and interest at 5.00% for the first three years, adjusting on each three year anniversary date based on the prevailing three year Federal Home Loan Bank Amortizing Advance Rate plus three and one-quarter percent, maturing in 2042, secured by real property.	$ 1,821,818
A mortgage payable to New Hampshire Community Loan Fund, Inc., due in monthly installments of $13,850, including principal and interest at 8.00%, maturing in 2032, secured by real property, guaranteed by a related organization.	1,850,170
A mortgage payable to NCB Capital Impact, due in 60 monthly consecutive installments of accrued and unpaid interest at 5.25%, requiring a principal reduction of $100,000 per annum, maturing in 2015, secured by real property, guaranteed by a related organization.	200,000
Total	3,871,988
Less amount due within one year	(150,022)
Long term debt, net of current portion	$ 3,721,966

The following is a summary of future payments on the previously mentioned long-term debt.

Year	Amount
2015	$ 150,022
2016	153,162
2017	56,553
2018	60,151
2019	63,992
Thereafter	3,388,108
Total	$ 3,871,988

10. Mortgages Payable, Deferred:

The Organization has received special financing to partially fund a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. The balance of these notes at June 30, 2014 and 2013 was $1,885,000.

11. Transactions with Related Parties:

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

12. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2014, and as a result, no net assets were released from restrictions.

13. Retirement Plan:

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The

Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2014 and 2013 were $26,267 and $20,927, respectively.

14. Operating Leases:

The Organization leases office equipment under non-cancellable lease agreements that are scheduled to expire at various times through 2015. Equipment rental expense totaled $9,500 for the year ended June 30, 2014. Estimated future minimum lease payments on these leases are as follows:

Year	Amount
2015	$ 10,409
2016	224
Total	$ 10,633

15. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2014, the State of New Hampshire accounted for 65% and Medicaid accounted for 26% of total revenues.

16. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of

price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Mortgages payable	$ 3,871,988	$ 3,871,988	$ -	$ 3,871,988	$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	177,744	177,744	-	-	177,744
Total liabilities	$ 5,934,732	$ 5,934,732	$ -	$ 5,756,988	$ 177,744

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments.

	Fair Value Measurements Using Significant Unobservable Inputs Level Three Due to
Beginning balance June 30, 2013	$ 132,707
Advances	114,210
Reductions	(69,173)
Ending balance June 30, 2014	$ 177,744

17. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2014 through January 15, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 20, 2014, the Organization entered into a revolving line of credit agreement with the bank. Under this agreement $250,000 is available to the Organization to provide for working capital requirements through September 30, 2016. Monthly interest only payments are required at a variable rate, adjusting daily at the Wall Street Journal Prime Rate plus 1.0%. Harbor Homes, Inc., a related party (see note 11), shall provide an unlimited and unconditional guaranty of payment.

Management has determined that there were no material events other than those noted above, that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CMHIRT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	$ 386	$ 709	$ 14	$ 14	$ 1,268	$ 25	$ 59	$ 34	$ 34	$ 32	$ -	$ 2,575
Client services	1,705	2,707	651	51	56,442	89	1,573	235	-	115	-	63,568
Client transportation	65	876	5,400	-	2,906	-	3,429	950	2	-	-	13,628
Conferences and conventions	67	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,089	1,995	40	40	4,116	70	165	97	97	90	-	7,799
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,546	1,444	1,273	-	191,406
Employee benefits	28,729	38,163	771	202	59,398	2,974	8,991	13,170	18,052	7,652	1,535	179,637
Food	10,763	14,405	4	4	46,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	384	703	14	14	1,260	25	58	34	34	32	-	2,558
Information technology	100	184	4	4	329	6	15	9	9	8	-	668
Insurance	1,865	3,416	69	69	6,124	120	283	165	165	154	-	12,430
Journals and publications	75	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	29	605	41	41	38	-	5,350
Mortgage interest	36,196	66,313	1,334	1,334	118,840	2,322	5,485	3,212	3,212	2,990	-	241,238
Office supplies	641	1,139	21	21	2,342	47	262	158	706	58	-	5,395
Operating and maintenance	7,679	13,723	259	259	26,713	451	2,494	647	623	580	-	53,428
Operational supplies	3,051	4,528	34	34	12,344	59	4,400	82	82	76	-	24,690
Payroll taxes	15,383	20,712	490	103	36,815	1,149	4,019	5,480	8,263	7,092	663	100,169
Postage	258	472	10	10	847	17	38	23	23	21	8	1,727
Professional fees	752	2,064	28	28	2,469	1,449	114	67	67	62	-	7,100
Salaries and wages	158,528	190,064	5,522	444	355,152	13,522	46,088	67,294	102,363	82,806	7,622	1,029,405
Snow removal	1,302	2,383	48	48	4,275	84	197	116	116	108	-	8,677
Staff development	413	606	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	179	4	4	331	6	22	9	9	8	-	672
Staff travel	725	1,241	21	21	2,211	1,350	347	51	51	47	-	6,065
Telephone	445	816	16	16	1,461	169	67	40	40	37	-	3,107
Utilities	11,056	20,256	408	408	35,745	709	1,675	981	981	913	-	73,132
Vehicle expenses	1,799	2,588	41	41	12,940	71	475	98	98	92	-	18,243
Total program services expenses	$ 319,136	$ 406,470	$ 16,517	$ 4,483	$ 894,451	$ 27,225	$ 137,565	$ 95,725	$ 137,103	$ 104,347	$ 9,828	$ 2,152,850

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2013

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Access To Recovery	Cynthia Day Family Center CMHIRT	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	$ 386	$ 262	$ 20	$ 895	$ 30	$ 239	$ 539	$ 42	$ 506	$ 20	$ 2,939
Accounting fees	985	557	54	1,549	72	445	189	217	102	56	4,226
Client services	5,367	8,445	4,434	73,759	292	2,155	1,847	1,348	1,320	461	99,428
Client transportation	109	465	4,200	2,405	-	2,626	710	420	-	-	10,935
Conferences and conventions	-	660	-	-	116	40	-	-	-	-	816
Contract services	7,457	1,607	263	3,018	131,447	585	4,199	2,954	22	271	151,823
Depreciation	33,661	22,170	1,260	96,629	2,374	31,660	2,543	1,543	1,372	1,251	194,463
Employee benefits	44,414	28,011	1,565	63,793	19,087	6,711	10,918	17,270	8,651	675	201,095
Food	8,547	25,628	87	51,308	166	6,384	173	98	87	87	92,565
Garbage and trash removal	310	568	11	1,019	20	47	28	28	26	11	2,068
Insurance	2,353	1,891	87	7,725	150	357	71	209	206	2,494	15,543
Membership dues	-	-	-	-	-	-	178	-	-	-	178
Miscellaneous	1,172	425	31	1,550	211	49	2,279	2,322	2,279	32	10,350
Mortgage interest	36,429	66,741	1,343	119,607	2,338	5,520	3,233	3,233	3,009	1,343	242,796
Office supplies	1,680	859	88	2,757	404	620	1,766	1,113	17	91	9,395
Operating and maintenance	4,521	18,332	480	33,512	784	3,011	3,697	2,643	1,317	483	68,780
Operational supplies	6,178	6,477	205	11,767	254	3,475	414	1,543	55	211	30,579
Payroll taxes	22,727	18,051	444	33,519	9,434	2,396	4,161	6,911	7,181	432	105,256
Postage	527	252	35	666	42	166	77	95	7	36	1,903
Professional fees	-	-	-	-	2,814	-	50	-	-	-	2,864
Salaries and wages	218,707	171,721	4,275	322,802	90,789	23,043	40,046	66,511	69,109	4,154	1,011,157
Snow removal	759	1,392	28	2,492	48	115	67	67	63	28	5,059
Staff development	1,879	1,118	148	1,325	1,026	270	393	1,401	-	153	7,713
Staff expenses	308	1	-	-	-	-	-	-	-	-	309
Staff travel	556	378	81	876	5,765	128	213	157	90	328	8,572
Telephone	983	542	70	999	646	156	448	470	11	72	4,397
Utilities	11,095	18,591	439	34,234	732	2,135	1,019	1,059	831	441	70,576
Vehicle expenses	3,672	3,741	47	12,144	56	883	91	130	17	48	20,829
Total program services expenses	$ 414,782	$ 398,885	$ 19,695	$ 880,350	$ 269,097	$ 93,216	$ 79,349	$ 111,784	$ 96,278	$ 13,178	$ 2,376,614

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [redacted]

Treasurer
- (Chair, Finance Committee)
- (Facilities Committee)
- (Executive Committee)

[redacted]

Joel Jaffe - [redacted]

Asst. Secretary
- (Chair, Executive Committee)

[redacted]

Vincent Chamberlain - (6/15)

Chair of the Board

[redacted]

Lynn King - [redacted]

Vice Chair
- (Chair, RDP Committee)

[redacted]

Laurie Des Rochers - (6/15)

- (Facilities Committee)

[redacted]

Melissa Knight - [redacted]

- (HCC Oversight Committee)

[redacted]

Phil Duhaime - [redacted]

- (Governance Committee)
- (Executive Committee)

[redacted]

Naomi Moody - [redacted]

(no committee assignment)

[redacted]

Laurie Goguen - [redacted]

Secretary
- (Chair, Governance Committee)
- (HCC Oversight Committee)
- (Executive Committee)

[redacted]

Rick Plante - [redacted]

- (Chair, Facilities Committee)
- (RDP Committee)

[redacted]

Nathan Goodwin - [redacted]

- (Governance Committee)
- (RDP Committee)

[redacted]

Phil Richard - [redacted]

- (Facilities Committee)
- (Governance Committee)

[redacted]

Alphonse Haettenschwiller - (6/15)

- (Finance Committee)
- (Chair, HCC Oversight Committee)

[redacted]

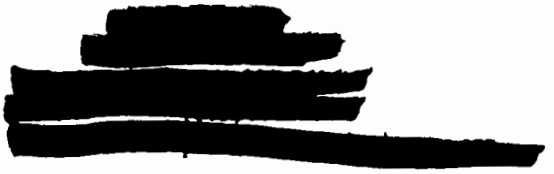
Dan Sallet - [redacted]

- (Finance Committee)

[redacted]

Revised 1/2015

PETER J. KELLEHER, CCSW, LICSW



PROFESSIONAL EXPERIENCE

2006-Present **President & CEO, Southern NH HIV Task Force**

2002-Present **President & CEO, GNCA, Inc. Nashua, NH**

1997-Present **President & CEO, Healthy At Home, Inc., Nashua, NH**

1995-Present **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**

1995-Present **President & CEO, Welcoming Light, Inc., Nashua, NH**

1982-Present **President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a $10,000,000 operating budget; proposal development resulting in more than $3,000,000 in grants annually; oversight of 330 management and direct care professionals.

2003-2006 **Consultant**
Providing consultation and technical assistance throughout the State to aid service and mental health organizations

1980 - 1982 **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.

1979 - 1980 **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts

1989 Academy of Certified Social Workers – NASW

1990 Licensed Independent Clinical Social Worker - Massachusetts

1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 – 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA

[redacted]

[redacted]

PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present ***Vice President of Finance*** Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 ***Audit Manager*** Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to $200 million
- Assisted as manager of audits for public corporations with revenues up to $400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 ***Audit Supervisor*** Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 ***Accounting/Office Manager*** Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Annette Escalante, MSW, LADC

[redacted]

Objective

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

Education

Undergraduate Degree: Springfield College, BA — Major: Human Services

Graduate Degree: University of New Hampshire, MSW — Major: Social Work

Currently working towards LICSW

Licensed Alcohol Drug Counselor (LADC) — State of New Hampshire

Summary of Qualifications

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Professional experience

7/09-Present: **Vice President**
Keystone Hall, Nashua, NH
In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09: **Administrator of Women Offenders and Family Services**
New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.
In this position, my responsibilities included:

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2009: Springfield College **Adjunct Professor**
In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

11/2008-current: **Therapist**
RTT Associates-Manchester, NH
In this per diem position, my responsibilities include:

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

5/1999-present: **Impaired Driver Intervention Program Instructor**
Serenity Place, Manchester, NH
In this per diem position, my responsibilities include:

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

9/2005-11/2007: **Correctional Counselor/Case Manager-Changed to Program Coordinator**
New Hampshire Department of Corrections, Goffstown, NH.
In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm
- Responsibility for Program Development and Assessment.
- Supervision of MSW Interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide translation for Spanish speaking clients.

5/2004-9/2005: **Social Worker/Youth Counselor**- City of Manchester Youth Services, Manchester, NH

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

6/2000-5/2004: **Program Monitor**- New Hampshire Housing Finance Authority, Bedford, NH.
- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000: **Correctional Counselor/Case Manager-**, New Hampshire Department of Corrections, Laconia, NH.
- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999: **Outreach Program Coordinator**-New Hampshire AIDS Foundation, Manchester, NH.
- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997: **Youth Outreach Counselor**- City of Manchester Office of Youth Services, Manchester, NH.

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996: **Substance Abuse Counselor**- Providence Hospital, Holyoke, MA.

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

11/1993-6/1995: **Bridge Team Leader**- AIDS Allies, Springfield, MA.

In this part time position, I was responsible for :

- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop in Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

2/1990-6/1994: **Counselor Advocate**-YWCA, Springfield, MA.

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

Languages Spoken

Spanish (Verbal and Written)

Community activities

Manchester Cultural Diversity Task Force	2004-2008
Latinos Unidos of NH Advisory Board	2005-current

References

1.	Lori Seog	Bureau of Programs/NH DOC	271-6753
2.	Lilly Ramos-Spooner	Director of Operations/GMAP	623-0710
3.	Edda Cantor	Executive Director/Leadership NH	226-2265

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kellcher	President & CEO	$171,099	0%	$0
Annette Escalante	VP of Operations	$88,000	0%	$0
Patricia Robitaille	VP of Finance	$102,856	0%	$0

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $4,823,837.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Add Exhibit B-2 Medication Assisted Treatment Fee Schedule

Contractor Initials: DK
Date: 5/11/15

9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

10. Add Exhibit C-1, Revisions To General Provisions.

11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: _____
Date: 5/11/15

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

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

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Greater Nashua Council on Alcoholism

5/11/15
Date

NAME Peter Hellier
TITLE President and CEO

Acknowledgement:
State of New Hampshire, County of Hillsborough on 5/11/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Wendy Nichols Notary
Name and Title of Notary or Justice of the Peace

WENDY A. NICHOLS NOTARY PUBLIC STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES JUNE 4, 2019

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

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

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Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
X	***Low-Intensity Residential Treatment (ASAM Level 3.1)*** Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
X	***Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5)*** - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

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Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.
X	***Medication Assisted Treatment with Buprenorphine*** – **Phase I** The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following: • The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing. • The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.
X	***Medication Assisted Treatment with Buprenorphine – Phase II*** The Contractor will Implement the Phase 1 work plan upon DHHS approval, which includes the administration of the physician service and medication to clients. The Contractor will bill for staff time (only for continued planning of the service delivery), physicians visits, and medication as described in Exhibit B, during Phase 2. Medication Assisted Treatment Services provided in Phase 2 are subject to all contract provisions described in this Agreement.

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C. ***Required Provisions for Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level

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1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and

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c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.

2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
   a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
   b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
   a. The maximum allowed charge will be billed to the client's insurer, if applicable.
   b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
   c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,

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upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall

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be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance

misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors

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and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and

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3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.

11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $753,002.00 as follows:

- 65% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 15% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 20% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
X	Low-Intensity – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $6,770
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted Treatment Services Fee Table	Up to $67,760

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* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.

ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B-2
Medication Assisted Treatment Services
Fee Schedule
Effective July 1, 2015

Service	Rate
Physician Services	
99201: New patient office or other outpatient visit, typically 10 minutes	$ 20.16
99202: New patient office or other outpatient visit, typically 20 minutes	$ 33.60
99203: New patient office or other outpatient visit, typically 30 minutes	$ 42.56
99204: New patient office or other outpatient visit, typically 45 minutes	$ 63.84
99205: New patient office or other outpatient visit, typically 60 minutes	$ 80.64
99211: Office or other outpatient visit for the evaluation and management of an established patient, that may not require the presence of a physician or other qualified health care professional. usually, the presenting problem(s) are minimal. Typically, 5 minutes are spent performing or supervising these services.	$ 15.43
99212: Established patient office or other outpatient visit, typically 10 minutes	$ 31.10
99213: Established patient office or other outpatient visit, typically 15 minutes	$ 42.72
99214: Established patient office or other outpatient, visit typically 25 minutes	$ 65.79
99215: Established patient office or other outpatient, visit typically 40 minutes	$ 75.04
Medication	
Suboxone 2mg-0.5mg film	$ 3.96
Suboxone 4mg-1mg film	$ 7.10
Suboxone 8mg-2mg film	$ 7.10
Suboxone 12mg-3mg film	$ 14.19
Bunavail 2.1-0.3mg film	$ 7.10
Bunavail 4.2-0.7mg film	$ 7.10
Bunavail 6.3-1mg film	$ 14.19
buprenorphine 2mg SL tab	$ 1.64
buprenorphine 8mg SL tab	$ 3.06
buprenorphine/naloxone (generic for Suboxone) 2-0.5mg SL tab	$ 4.09
buprenorphine/naloxone (generic for Suboxone) 8-2mg SL tab	$ 7.34
Zubsolv 1.4-0.36mg tab	$ 3.54
Zubsolv 5.7-1.4mg tab	$ 7.09
Zubsolv 8.6-1mg tab	$ 10.64

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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

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

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $5,000,000.

Contractor Initials: PR

Date: 5/11/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials YK
Date 5/11/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15
Date

Name: Peter Kelleher
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15
Date

Name: Peter Kelleher
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15
Date

Name: Peter Kelleher
Title: President and CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15
Date

Name: Peter Kelleher
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Greater Nashua Council on Alcoholism

5/11/15
Date

Name: Peter Kelleher
Title: President and CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Services	Greater Nashua Council on Alcoholism
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President & CEO
Title of Authorized Representative	Title of Authorized Representative
5/20/15	5/11/15
Date	Date

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/11/15:
(Date)

RESOLVED: That the President and CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of May, 2015.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Aponovich, Treas.
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11th day of May, 2015,

By David Aponovich.
(Name of Elected Officer of the Agency)

Wendy Nichols, Notary
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19

WENDY A. NICHOLS NOTARY PUBLIC STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES JUNE 4, 2019

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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 110) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the current contract by one year.

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

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $4,070,835
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: PK
Date: 5/21/14

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

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

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Greater Nashua Council on Alcoholism

5/21/14
Date

NAME Peter Kelleher
TITLE President & CEO

Acknowledgement:
State of NH, County of Hillsborough on 5/21/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

Contractor Initials: PK
Date: 5/21/14

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

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [illegible]
Date: 5/21/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: JW
Date: 5/21/14

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
X	***Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5)*** - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

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

Effective July 1, 2014 through June 30, 2015, funds in the amount $424,813 for Specialty Residential Treatment for Pregnant & Parenting Women shall be used to cover cost of services not covered by Medicaid. Contractors providing Specialty Residential Treatment for Pregnant & Parenting Women may bill DHHS for "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only" when a client's treatment is being covered by Medicaid/New Hampshire Health Protection Program. If the client requires treatment in the specialty program beyond Medicaid/New Hampshire Health Protection Program coverage limits, the provider may bill DHHS for both "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only" and "Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services".

Funding for this Agreement is funded by various sources as a percentage of the total amount of $1,356,945 as follows:

- 61 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 16 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 23 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Exhibit B Amendment #2

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
X	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

Contractor Initials: _____
Date: 5/21/14

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.

- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

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

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/28/14:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2014.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Gogven
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of May, 2014,

By Laurie Gogven.
(Name of Elected Officer of the Agency)

Laurel LeFavor
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

Commission Expires: _____

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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 2,713,890.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $1,356,945.00"

4) **Add** Exhibit B-1, B-2, B-3, B-4, B-5 and B-6

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

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

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Greater Nashua Council on Alcoholism

5/7/13
Date

Name: Peter Kelleher
Title: President & CEO

Acknowledgement:
State of New Hampshire County of Hillsborough on 5/7/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Laurel LeFavor
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

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

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Joanne P. Hericle
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-1

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMMIRT
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 172,938.00	$ -	$ 172,938.00	$ -	$ -	$ -	$ 172,938.00	-
2. Employee Benefits	$ 43,235.00	$ -	$ 43,235.00	$ -	$ -	$ -	$ 43,235.00	-
3. Consultants	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	-
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Rental	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	-
Repair and Maintenance	$ 1,100.00	$ -	$ 1,100.00	$ -	$ -	$ -	$ 1,100.00	-
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Educational	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	-
Lab	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	
Pharmacy	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Medical	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Office	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ 625.00	
6. Travel	$ 585.00	$ -	$ 585.00	$ -	$ -	$ -	$ 585.00	
7. Occupancy	$ 46,000.00	$ -	$ 46,000.00	$ -	$ -	$ -	$ 46,000.00	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00	
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	
Insurance	$ 1,636.00	$ -	$ 1,636.00	$ -	$ -	$ -	$ 1,636.00	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 198.00	$ -	$ 198.00	$ -	$ -	$ -	$ 198.00	
11. Staff Education and Training	$ 428.00	$ -	$ 428.00	$ -	$ -	$ -	$ 428.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Food	$ 8,127.00	$ -	$ 8,127.00	$ -	$ -	$ -	$ 8,127.00	-
Child Care	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Vehicle Cost/Maintenance	$ 807.00	$ -	$ 807.00	$ -	$ -	$ -	$ 807.00	-
Contingency Management	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	-
Client Assistance	$ 1,199.00	$ -	$ 1,199.00	$ -	$ -	$ -	$ 1,199.00	-
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
TOTAL	$ 289,828.00	$ -	$ 289,828.00	$ -	$ -	$ -	$ 289,828.00	-

Indirect As A Percent of Direct 0.0%

Exhibit B-2

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMLIRT
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 199,882.00	$ -	$ 199,882.00	$ -	$ -	$ -	$ 199,882.00	-
2. Employee Benefits	$ 49,971.00	$ -	$ 49,971.00	$ -	$ -	$ -	$ 49,971.00	-
3. Consultants	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	-
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Rental	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	-
Repair and Maintenance	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00	-
Purchase/Depreciation	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400.00	-
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Educational	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	-
Lab	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	
Pharmacy	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	
Medical	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	
Office	$ 825.00	$ -	$ 825.00	$ -	$ -	$ -	$ 825.00	
6. Travel	$ 105.00	$ -	$ 105.00	$ -	$ -	$ -	$ 105.00	
7. Occupancy	$ 104,547.00	$ -	$ 104,547.00	$ -	$ -	$ -	$ 104,547.00	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00	
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	
Insurance	$ 284.00	$ -	$ 284.00	$ -	$ -	$ -	$ 284.00	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	
11. Staff Education and Training	$ 336.00	$ -	$ 336.00	$ -	$ -	$ -	$ 336.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Food	$ 24,600.00	$ -	$ 24,600.00	$ -	$ -	$ -	$ 25,316.00	-
Child Care	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Vehicle Cost/Maintenance	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400.00	-
Contingency Management	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	-
Client Assistance	$ 1,499.00	$ -	$ 1,499.00	$ -	$ -	$ -	$ 1,500.00	-
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
TOTAL	$ 399,749.00	$ -	$ 399,749.00	$ -	$ -	$ -	$ 400,466.00	-

Indirect As A Percent of Direct 0.0%

Exhibit B-3

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - IOP
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 25,261.00	$ -	$ 25,261.00	$ -	$ -	$ -	$ 25,261.00 -
2. Employee Benefits	$ 6,315.00	$ -	$ 6,315.00	$ -	$ -	$ -	$ 6,315.00 -
3. Consultants	$ 3,800.00	$ -	$ 3,800.00	$ -	$ -	$ -	$ 3,800.00 -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Rental	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00 -
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00 -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Educational	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00 -
Lab	$ 751.00	$ -	$ 751.00	$ -	$ -	$ -	$ 751.00
Pharmacy	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
Medical	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
Office	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
6. Travel	$ 465.00	$ -	$ 465.00	$ -	$ -	$ -	$ 465.00
7. Occupancy	$ 10,546.00	$ -	$ 10,546.00	$ -	$ -	$ -	$ 10,546.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00
Postage	$ 240.00	$ -	$ 240.00	$ -	$ -	$ -	$ 240.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,277.00	$ -	$ 1,277.00	$ -	$ -	$ -	$ 1,277.00
Insurance	$ 1,351.00	$ -	$ 1,351.00	$ -	$ -	$ -	$ 1,351.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
11. Staff Education and Training	$ 798.00	$ -	$ 798.00	$ -	$ -	$ -	$ 798.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Food	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Child Care	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Vehicle Cost/Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Contingency Management	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00 -
Client Assistance	$ 3,300.00	$ -	$ 3,300.00	$ -	$ -	$ -	$ 3,300.00 -
	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
TOTAL	$ 60,904.00	$ -	$ 60,904.00	$ -	$ -	$ -	$ 60,904.00 -

Indirect As A Percent of Direct 0.0%

Exhibit B-4

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - OP
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 35,426.00	$ -	$ 35,426.00	$ -	$ -	$ -	$ 35,426.00	-
2. Employee Benefits	$ 8,857.00	$ -	$ 8,857.00	$ -	$ -	$ -	$ 8,857.00	-
3. Consultants	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00	-
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Rental	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	-
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	-
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Educational	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	-
Lab	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	
Pharmacy	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Medical	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	
6. Travel	$ 161.00	$ -	$ 161.00	$ -	$ -	$ -	$ 161.00	
7. Occupancy	$ 10,338.00	$ -	$ 10,338.00	$ -	$ -	$ -	$ 10,338.00	
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	
Postage	$ 240.00	$ -	$ 240.00	$ -	$ -	$ -	$ 240.00	
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Audit and Legal	$ 1,747.00	$ -	$ 1,747.00	$ -	$ -	$ -	$ 1,747.00	
Insurance	$ 1,849.00	$ -	$ 1,849.00	$ -	$ -	$ -	$ 1,849.00	
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	
11. Staff Education and Training	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Food	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Child Care	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Vehicle Cost/Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
Contingency Management	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	-
Client Assistance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	-
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-
TOTAL	$ 70,116.00	$ -	$ 70,116.00	$ -	$ -	$ -	$ 70,116.00	-

Indirect As A Percent of Direct 0.0%

Exhibit B-5

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - PRL 2
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 75,634.00	$ -	$ 75,634.00	$ -	$ -	$ -	$ 75,634.00
2. Employee Benefits	$ 18,909.00	$ -	$ 18,909.00	$ -	$ -	$ -	$ 18,909.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 678.00	$ -	$ 678.00	$ -	$ -	$ -	$ 678.00
Repair and Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 170.00	$ -	$ 170.00	$ -	$ -	$ -	$ 170.00
Lab	$ 170.00	$ -	$ 170.00	$ -	$ -	$ -	$ 170.00
Pharmacy	$ 170.00	$ -	$ 170.00	$ -	$ -	$ -	$ 170.00
Medical	$ 170.00	$ -	$ 170.00	$ -	$ -	$ -	$ 170.00
Office	$ 1,100.00	$ -	$ 1,100.00	$ -	$ -	$ -	$ 1,100.00
6. Travel	$ 175.00	$ -	$ 175.00	$ -	$ -	$ -	$ 175.00
7. Occupancy	$ 5,040.00	$ -	$ 5,040.00	$ -	$ -	$ -	$ 5,040.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00
Postage	$ 240.00	$ -	$ 240.00	$ -	$ -	$ -	$ 240.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 470.00	$ -	$ 470.00	$ -	$ -	$ -	$ 470.00
Insurance	$ 498.00	$ -	$ 498.00	$ -	$ -	$ -	$ 498.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
11. Staff Education and Training	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Child Care	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Vehicle Cost/Maintenance	$ 1,193.00	$ -	$ 1,193.00	$ -	$ -	$ -	$ 1,193.00
Contingency Management	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Client Assistance	$ 599.00	$ -	$ 599.00	$ -	$ -	$ -	$ 600.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 110,816.00	$ -	$ 110,816.00	$ -	$ -	$ -	$ 110,817.00

Indirect As A Percent of Direct 0.0%

Exhibit B-6

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

Bidder/Program Name: Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Abuse Treatment Services - CMHIRT
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 248,144.00	$ -	$ 248,144.00	$ -	$ -	$ -	$ 248,144.00 -
2. Employee Benefits	$ 62,036.00	$ -	$ 62,036.00	$ -	$ -	$ -	$ 62,036.00 -
3. Consultants	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00 -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Rental	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00 -
Repair and Maintenance	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00 -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Educational	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00 -
Lab	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00
Pharmacy	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
Medical	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
Office	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ 1,250.00
6. Travel	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00
7. Occupancy	$ 88,400.00	$ -	$ 88,400.00	$ -	$ -	$ -	$ 88,400.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,200.00	$ -	$ 2,200.00	$ -	$ -	$ -	$ 2,200.00
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00
Insurance	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00
11. Staff Education and Training	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ 150.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
Food	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 9,284.00 -
Child Care	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00 -
Vehicle Cost/Maintenance	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00 -
Contingency Management	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00 -
Client Assistance	$ 599.00	$ -	$ 599.00	$ -	$ -	$ -	$ 599.00 -
	$ -	$ -	$ -	$ -	$ -	$ -	$ - -
TOTAL	$ 425,529.00	$ -	$ 425,529.00	$ -	$ -	$ -	$ 424,813.00 -
Indirect As A Percent of Direct		0.0%					

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Laurie Goguen, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Greater Nashua Council on Alcoholism
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 5/7/13:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

Substance Abuse Treatment & Rec Supp. services.

RESOLVED: That the President & CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of May, 2013.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Laurie Goguen
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of May, 2013,

By Laurie Goguen.
(Name of Clerk of the Corporation)

Laurel LeFavor
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

May 25, 2012

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 110

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Greater Nashua Council on Alcoholism D/B/A Keystone Hall (Vendor #166574 B001), 615 Amhurst Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,356,945.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$833,565.00
			Subtotal	$833,565.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$217,425.00
			Subtotal	$217,425.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$305,955.00
			Subtotal	$$305,955.00
			Total	$1,356,945.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Greater Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Greater Nashua Council on Alcoholism D/B/A Keystone Hall was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,356,945.00. This agreement represents level funding.

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

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Greater Nashua area.

Source of Funds: 61.43% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 36.32% General Funds and 2.25% Other (Highway) Funds.

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name		CFS	Con Hosp	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.60
BUDGET REQUEST		$120,286	$35,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,936	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,987	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone Hall		**1.4 Contractor Address** 615 Amhurst Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-881-4848	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $1,356,945.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature [signature]		**1.12 Name and Title of Contractor Signatory** Peter Kelleher, President + CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/23/12 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

Mary Bendel

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] [signature]

MARY BENDEL
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
April 5, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature [signature]	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: [signature] Jeanne P. Herrick, Attorney On: 6 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

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

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

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

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

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

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials: [illegible]
Date: 5/23/12

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: [illegible]
Date: 5/23/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: PC
Date: 5/23/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone Hall

ADDRESS: 615 Amhurst Street, Nashua, NH 03060

EXECUTIVE DIRECTOR: Peter Kelleher
TELEPHONE: 603-881-4848

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient	0.93	Nashua	29	$70,118.00
Intensive Outpatient	0.81	Nashua	16	$60,904.00
PRL 2 (DCYF) Intensive Outpatient	1.48	Nashua	29	$110,816.00
Residential – Treatment Adult		Nashua	86	$289,828.00
Transitional Living Program – Adult		Nashua	49	$400,466.00
Pregnant & Parenting Women		Nashua	32	$424,813.00
Group – Recovery Support Services *		Nashua	121	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.

3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate

medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to

sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:

The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"

(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social	Increased recovery	50% of clients participate in care coordination and post

Connectedness	supports/connections	treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As

soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.

4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Greater Nashua Council on Alcoholism, Inc. D/B/A Keystone Hall

ADDRESS: 615 Amhurst Street, Nashua, NH 03060

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Peter Kelleher
TELEPHONE: 603-881-4848

Vendor #166574-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734
Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

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

$ 305,955.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 217,425.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 833,565.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $1,356,945.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)
ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. **Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs**: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

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

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

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted

providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

45 High St. Nashua, NH 03063 Hillsborough County

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

Greater Nashua Council on Alcoholism **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

Contractor Name **Period Covered by this Certification**

Name and Title of Authorized Contractor Representative

Contractor Representative Signature **Date** 5/23/12

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

C. **Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013**

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

President + CEO

Contractor Signature | **Contractor's Representative Title**

Greater Nashua Council on Alcoholism | 5/23/12

Contractor Name | **Date**

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

[signature]	President + CEO
Contractor Signature	**Contractor's Representative Title**
Greater Nashua Council on Alcoholism	5/23/12
Contractor Name	**Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

President + CEO

Contractor Signature **Contractor's Representative Title**

Greater Nashua Council on Alcoholism 5/23/12

Contractor Name **Date**

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Signature	President + CEO Contractor's Representative Title
Greater Nashua Council on Alcoholism Contractor Name	5/23/12 Date

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STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. ~~Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of~~ PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services	Greater Nashua Council on Alcoholism
The State Agency Name	Name of Contractor
Nancy L. Rollins	Peter Kelleher
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President + CEO
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

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

(Contractor Representative Signature)

Peter Kelleher, President + CEO
(Authorized Contractor Representative Name & Title)

Greater Nashua Council on Alcoholism
(Contractor Name)

5/23/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 602016707

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, David Aponovich, of Greater Nashua Council on Alcoholism, do hereby certify that:

1. I am the duly elected Treasurer of Greater Nashua Council on Alcoholism;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the President + CEO is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Peter Kelleher is the duly elected President + CEO of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 23rd day of May, 2012.

David J. Aponovich
Treasurer

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of May, 2012 by David Aponovich, Treasurer.

Mary Bendel
Notary Public/Justice of the Peace
My Commission Expires:

MARY BENDEL
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
April 5, 2016

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #97) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $900,075.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 7/20/15

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

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

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Headrest

7/20/15
Date

NAME Suz Thistle
TITLE Executive Director for Headrest

Acknowledgement:
State of New Hampshire, County of Grafton on 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

NATHANIEL J. HILL, Notary Public
My Commission Expires October 29, 2019
For Suzanne Thistle only

Contractor Initials: ST
Date: 7/20/15

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

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Lucas
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: _____
Date: 9/30/15

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials ST
Date 7/20/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Contractor Initials ST
Date 7/22/15

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $125,725.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the

amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,

can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

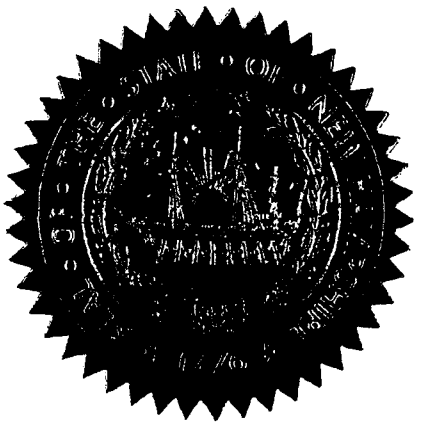
G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, J. Andrew Daubenspeck, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/17/2015:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of July, 2015.
(Date Contract Signed)

4. Suzanne Thistle is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 22nd day of July, 2015,

By J. ANDREW DAUBENSPECK
(Name of Elected Officer of the Agency)

Patricia L. Jordan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA L. JORDAN, Notary Public
My Commission Expires October 20, 2015

Commission Expires: _____

HEADINC-01 LCLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2015

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

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

PRODUCER	CONTACT NAME:	
A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	PHONE (A/C, No, Ext): (603) 643-4540	FAX (A/C, No): (603) 643-6382
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : Liberty Mutual Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Headrest, Inc.
14 Church Street
Lebanon, NH 03766

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1364472	07/15/2015	07/15/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Liab						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1364472	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB507442	07/15/2015	07/15/2016	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC5-31S336377025	07/15/2015	07/15/2016	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

NH DHHS - BDAS
Attn: Linda J. Parker
105 Pleasant Street - Main 3rd Floor North
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Organization: Headrest is a 501(c)(3) non-profit organization that provides addiction and crisis support services, focusing on those who cannot otherwise afford these services.

Mission: Our mission is to assist those who are addicted, in crisis or without support by developing, maintaining and delivering effective programs.

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2014 AND 2013

CONTENTS

WHEELER, RING,
DOLAN & DUPUIS, P.C.
CPA

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization),which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

726 Chestnut Street • Manchester, New Hampshire 03104
www.wrd-cpa.com • 603-668-7100 • Fax: 603-668-7979

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
September 18, 2014

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013

Assets	2014	2013
CURRENT ASSETS		
Cash	$ 111,046	$ 105,685
Accounts Receivable	57,746	50,365
Prepaid expenses	15,962	8,545
Total current assets	184,754	164,595
Assets Limited as to Use	124,952	124,622
PROPERTY AND EQUIPMENT		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	145,738	135,801
Total property and equipment	394,215	384,278
Less accumulated depreciation	229,467	291,131
	96,805	93,147
OTHER ASSETS, loan origination fee, net of Amortization 2014 and 2013	1,135	1,262
TOTAL ASSETS	$407,646	$ 383,626

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
(continued)
JUNE 30, 2014 AND 2013

	2014	2013
LIABILITIES AND NET ASSETS		
CURRENT LIABLITIES		
Notes payable and current portion of Long-term debt	$ 8,348	$ 8,021
Accrued payroll and related expenses	42,595	36,638
Total Current Liabilities	50,943	44,659
LONG-TERM DEBT, net of current portion	80,922	89,663
Total liabilities	131,865	134,322
NET ASSETS		
Unrestricted net assets	275,781	249,304
TOTAL LIABILITIES AND NET ASSETS	$407,646	$383,626

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
REVENUE AND SUPPORT		
State contracts	$ 321,059	$ 317,845
Local government grants	111,599	121,351
Private foundations	48,817	46,000
United Way	23,035	17,968
Service fees	146,025	138,552
Contributions	106,431	83,858
Interest and dividend income	387	387
Total revenue and support	757,353	725,961
EXPENSES		
Program Services:		
Outpatient	429,669	424,337
CMRD	177,761	175,121
Total program services	607,430	599,458
Supporting Services:		
General and administrative	107,466	97,383
Fundraising	15,980	15,440
Total supporting service	123,446	112,823
Total expenses	730,876	712,281
Increase (Decrease) in Unrestricted Net Assets	26,477	13,680
Unrestricted Net Assets, beginning of year	249,304	235,624
Unrestricted Net Assets, end of year	$ 275,781	$ 249,304

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$ 26,477	$ 13,680
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	6,406	7,155
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(330)	(335)
(Increase) Decrease in accounts receivable	(7,381)	12,100
(Increase) Decrease in prepaid expenses	(7,417)	(514)
Increase (Decrease) in accrued expenses	5,957	2,292
Net Cash Provided by Operating Activities	23,712	34,378
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(9,937)	-------
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(8,414)	(7,676)
Net Increase (Decrease) in Cash	5,361	26,702
Cash at Beginning of Year, unrestricted	105,685	78,983
Cash at End of Year, unrestricted	$ 111,046	$ 105,685
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for:		
Interest	$ 3,391	$ 4,434

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117. Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has $275,789 and $249,304 unrestricted net assets as of June 30, 2014 and 2013, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2014 and 2013, respectively.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2014 and 2013.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2014 and 2013 there were no cash equivalents.

Assets limited as to USE

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to $124,951 and $124,622 at June 30, 2014 and 2013. Assets limited to use consist of cash and cash .equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more -likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2014.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a $50,000 line of credit with a local bank through January 30, 2015, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2014 or 2013.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June 2014	June 2013
Mortgage note payable with bank with interest at 4% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of $982, secured by all assets of the organization.	$ 89,270	$ 97,684
Less current maturities	8,348	8,021
Long-term debt, less current maturity	$ 80,922	$ 89,663

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending June 30	
2015	$ 8,348
2016	8,685
2017	9,047
2018	9,412
2019	9,796
Thereafter	43,982
Total	$ 89,270

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2014 and 2013 were $23,091 and $19,147 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Heath and Human Services of the State of New Hampshire. For the years ended June 30, 2014 and 2013 revenue from the contract was approximately 34% and 35%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through September 18, 2014, the date which the financial statements were available to be issued.

HEADREST, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2013

	Program Services			Supporting Services				
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising	Total Support Services	Combined Total 2014	Combined Total 2013
Personnel	$298,024	$97,825	$395,849	$34,512	$11,101	$45,613	$441,462	$444,462
Fringe benefits	50,222	16,485	66,707	5,816	1,871	7,687	74,394	65,078
Payroll taxes	23,053	7,567	30,620	2,670	858	3,528	34,148	36,596
Insurance	19,811	6,503	26,314	2,294	738	3,032	29,346	28,857
Professional fees	3,983	-	3,983	20,270	-	20,270	24,253	23,335
Supplies	7,946	5,914	13,860	9,733	-	9,733	23,593	19,874
Occupancy	6,782	11,377	18,159	3,719	-	3,719	21,878	16,205
Travel	9,529	840	10,369	6,516	-	6,516	16,885	18,094
Repairs and maintenance	5,147	8,634	13,781	2,822	-	2,822	16,603	14,234
Food	-	12,116	12,116	301	-	301	12,417	12,795
Communications	1,568	3,814	5,382	3,605	-	3,605	8,987	7,583
Depreciation	1,986	3,331	5,317	1,089	-	1,089	6,406	7,155
Marketing	-	-	-	5,416	-	5,416	5,416	1,653
Printing and reproduction	-	-	-	3,961	1,412	5,373	5,373	2,275
Professional development	567	-	567	3,070	-	3,070	3,637	5,488
Interest	1,051	1,763	2,814	577	-	577	3,391	4,434
Laundry	-	1,592	1,592	-	-	-	1,592	2,225
Miscellaneous	-	-	0	785	-	785	785	1,003
Membership dues and fees	-	-	0	310	-	310	310	935
	$429,669	$177,761	$607,430	$107,466	$15,980	$123,446	$730,876	$712,281

See Independent Auditors' Report and Notes to Financial Statements

HEADREST BOARD OF DIRECTORS 2014 -2015

John Creagh, President (2011)
[redacted]
Hanover, NH 03755
Phone: [redacted]
[redacted]

John C. Ferney, Vice President (2002)
[redacted]
Quechee, VT 05059
Phone: [redacted]
[redacted]

James Larrick, Treasurer (2014)
[redacted]
Etna, NH 03750
Phone: [redacted]
[redacted]

Andrew Daubenspeck, Secretary (2001)
[redacted]
Lebanon, New Hampshire 03766
Phone: [redacted]
E-Mail: [redacted]

Donn Cann (2013)
[redacted]
Plainfield, NH 03781
Phone: [redacted]
E- Mail: [redacted]

Laura Cousineau (2013)
[redacted]
Cornish, NH 03745
Phone: [redacted]
[redacted]
E-Mail: [redacted]

Harrison Drinkwater (2014)
[redacted]
Enfield, NH 03748
Phone: [redacted]
E-Mail: [redacted]

Dan Evans (2012)
[redacted]
Lebanon, NH 03766
Phone: [redacted]
E-Mail: [redacted]

Laurie Harding (2005)
[redacted]
Lebanon, New Hampshire 03766
Phone: [redacted]
[redacted]
E-Mail: [redacted]

David McGaw (2012)
[redacted]
Canaan, NH 03741
Phone: [redacted]
[redacted]
E-Mail: [redacted]

Patrick Quigley (2013)
[redacted]
Lebanon, NH 03766
Phone: [redacted]
[redacted]

Elsa Roth (2010)
[redacted]
Lebanon, NH 03766
Phone: [redacted]
E-Mail: [redacted]

Charlotte Sanborn (2001)
[redacted]
Hanover, New Hampshire 03755
Phone: [redacted]
[redacted]
E-Mail: [redacted]

John Ziegler (2005)
[redacted]
Hartland, Vermont 05048
Phone: [redacted]
[redacted]
E-Mail: [redacted]

SUZANNE L. THISTLE, MA, MLADC
[redacted]

CORE COMPETENCIES: Clinically competent and passionate about working with individuals, groups and families who are diagnosed or have a family member with a co-occurring disorder. Working knowledge of the 12 Steps of Alcoholics Anonymous and attendance at self help groups for over 27 years. Well versed in promoting and collaborating with probation & parole, court systems, addiction facilities, referral agencies and other facilities. Work well in a team approach to treatment.

EXPERIENCE

11/2014 Current **Executive Director**, Headrest, 14 Church Street, Lebanon, NH
- Oversee activities of all employees and organization
- Supervise clinical and managerial staff
- Evaluate, organize organization and staff programming
- Recruit employees

9/2006-Current **Adjunct Professor**, Plymouth State University, Plymouth, NH
- Teach a Drug Behavior class
- Organize and arrange expert speakers as guest presenters
- Prepare syllabus, quizzes, tests and projects
- Evaluate student progress

12/2013-10/2014 **Addiction Treatment Coordinator**, Pinewood Healthcare, Somersworth, NH
- Developed addiction treatment programs for 9 facilities in NH with owner
- Recruited, interviewed and hired doctors and therapists for all 9 facilities
- Organized and arranged staff duties
- Managed staff duties

9/2001-5/2001, 4/2006-10/18/13 **Substance Abuse Services Manager/Therapist**, Genesis Behavioral Health, Plymouth, NH
- Designed, implemented and managed a co-occurring intensive outpatient program
- Interviewed prospective staff
- Provided supervision to therapists and interns
- Trained and educated staff and community organizations
- Counseled clients individually and in group

6/1/10-8/1/10 **Therapist & Educator**, Gosnold on Cape Cod/Detoxification Facility, Falmouth, MA 02540
- Screened clients to identify appropriate referral
- Counseled clients individually and in group
- Assessed, diagnosed and referred clients
- Lead educational classes

1992-2008 **Co-owner**, Cardigan Builders/Whip O Will Motel, Bridgewater, NH
- Recruited and hired staff
- Managed staff
- Coordinated budgeting and accounting efforts with accountant and co-owner
- Promoted business endeavors by working with the media

EDUCATION

2003 **Antioch New England Graduate School**
Keene, NH
Master of Arts: Counseling Psychology:
Substance Abuse Concentration

2001 **Plymouth State University**
Plymouth, NH
Bachelor of Science, Health Education:
Wellness Management

PROFESSIONAL DEVELOPMENT

- Treating the Addictions, Harvard Medical School, 2003, 2007, 2012, 2013: Boston, MA, 28 hours
- Treatment of Addictions, Albert Ellis Institute: New York, NY, 19 hours
- Dialectical Behavior Therapy, Marsha Linehan: Cambridge, MA, 6 hours
- Advanced Ethics Issues in Clinical Supervision, NH Training Institute: Concord, NH, 6 hours
- Substance Use Disorders and the DSM 5, NH Training Institute: Concord, NH, 4 hours
- DSM 5 Common Mental Health Disorders-Co-occurrence, NH Training Institute: Concord, NH, 6 hours
- Understanding and Using the ASAM, NH Training Institute: Concord, NH, 6 hours
- DWI Laws and Rules, NH Department of Health and Human Services: Laconia, NH, 2.5 hours
- Trauma and Addiction, Lisa Najavits PhD, NH Department of Corrections: Lebanon, NH, 7 hours
- Spirituality & Healing in Medicine, Harvard Medical School: Boston, MA, 21 hours
- Complementary & Alternative Medicine, Harvard Medical School: Boston, MA, 6 hours
- Advanced Motivational Interviewing, Steven Andrew: Portland, ME, 6 hours
- New England School of Best Practices in Addiction Treatment: Waterville Valley, NH, 10.5 hours
- Neuroscience of Psychological Trauma, Bessel Van Der Kolk: Boston, MA, 21 hours
- Women in the Criminal Justice System/Trauma& Substance Abuse, Stephanie Covington: Plymouth, NH, 6 hours
- Readiness to Change, Matching Interventions to Stages of Change, Carlo DiClementi: Boston, MA, 6 hours
- Basic Correction Academy, Police Standards and Training: Concord, NH, 316.5 hours
- Prime for Life for Adults & Under 21, Prevention Research Institute: Manchester, NH, 5 hours
- Emerge Certification Program: Cambridge, MA, 22 hours

ADDITIONAL EXPERIENCE: STATE OF NH/DEPARTMENT OF CORRECTIONS:

2001, 2004-2005 Correctional Alcohol/Drug Counselor and Program Developer/Planner: Group and individual substance abuse/addiction counseling, Case management, Designed, implemented, and evaluated programs for the facility, Facilitated the first wellness fair. **NH TASK FORCE ON WOMEN AND RECOVERY:** 2004, Awarded a certificate of appreciation for bringing the Women's Leadership Training into the NH prison system. 2005 Co-facilitated the Women's Leadership Training: Goffstown State Prison. **MOTHERS' RETREAT DIRECTOR:** 1999, Designed, implemented, and evaluated the first retreat weekend for mothers in Alexandria, NH. Recruited local professionals to host workshops for participants: Women's Health Issues, Stress management, Yoga, Education on Mothering in the 90's, Creating Art as a Way of Relieving Stress, Reiki, Meditation, Circle Dancing and Exploring Spirituality. Recruited committee members and forty mothers attended. Coordinated all financial efforts, advertising, and news releases. **NEWFOUND AREA SCHOOL DISTRICT:** 1998-2000 President of the Parent Teacher Organization for the middle school: held monthly meetings, oversaw financial arrangements, recruited program coordinators, evaluated programs and participated in advertising. 1997 School board secretary. 1999-2001 Ski program coordinator for the elementary school.

Nancy E. Davis, MA, LCMHC, MLADC
[redacted]

Professional Experience

Head Rest 2015 – Current = Clinical Coordinator

Phoenix House of New England - Dublin Center – March 2014 to present

- Position: Clinical Supervisor of the Adult Program
- Directly supervise 5 clinical staff individually for licensure for Alcohol and Drug Abuse and/or Clinical Mental Health. One hour weekly.
- Clinical group supervision once weekly for one hour and a half.
- Have a clinical caseload of 5 – 6 long-term (3 – 6 months) clients from Vermont.
- Facilitate weekly one hour group therapy with Vermont clients.
- Facilitate community meeting up to one hour weekly.
- Oversee and review all clinical paperwork and sign off.
- Develop each monthly schedule for staff.
- Review and sign all time cards and time of requests.
- Assess prospective clients for appropriateness and eligibility seeking admission. This includes reviewing all mental health assessments and criminal backgrounds.
- Monthly peer consultation with other MLADC, LCMHC, and LICSW clinicians.
- Currently certified in both CPR and First Aid.
- Insurance pre-authorizations and UR (this has just started at Dublin).

Health Care and Rehabilitation Services of Southeastern Vermont (HCRS)
Sept 2013 to March 2014

- Position: Clinical Supervisor of Adult Mental Health and Addiction Services
- Duties: Direct supervision of 4 clinicians.
- Created and facilitated an AOD supervision group and a clinical supervision group that each met weekly for 1 hour.
- Worked in conjunction with the supervisors of outreach case managers, clients with acute mental health issues, and outpatient clients to help develop a more cohesive team.
- Worked with the agency psychiatrist to develop and review treatment plans for outpatient clients.
- Participated in all staff meetings, treatment planning meetings, trainings, and the conversion to the new electronic chart.

- Worked as part of the agency wide team (which included Hartford, Springfield and Brattleboro), of counterpart supervisors that met monthly in Springfield Vermont.
- Have contact with state agencies (e.g.: Vt. Dept of Mental Health; ADAP); local agencies and referrals
- Reviewed all progress notes, treatment plans, assessments, etc. of clinicians.
- Review and sign times sheets; time off requests
- Performed assessments when necessary.
- Carried a case load that varied.

Phoenix House of New England – Dublin Center – August 2012 to current
(per diem from 9/13 – 3/14)

- Position: Senior Counselor with Clinical Supervisory Duties
- Duties: Individual counseling, treatment planning, daily documentation, aftercare planning, and community milieu. Carry a caseload of 2 – 3 clients as the Primary Counselor. Contact with family members which may include family sessions with the client.
- Knowledge of detoxification, mental health, and opioid replacement medications and the dispensing and documentation of these medications. Consultation with the client's doctors and/or therapists.
- Review telephone inquiries for the residential program to determine ASAM criteria and AXIS I - V for acceptance. Conduct face-to-face interviews with potential co-occurring disordered individuals to determine appropriateness for acceptance into the programs that we offer. Review psychological evaluations to help with each assessment.
- Contact with probation officers on the state and federal level, the local mental health court and the alternative sentencing program.
- Facilitation of groups and the Co-Occurring Group Therapy
- Direct supervision of staff: 2 full time LADC Counselors, a Counselor Aide, 2 per diem Counselors, undergraduate interns and a Master level Antioch New England graduate student intern
- Serve as on-call supervisor
- Monthly peer consultation with Master level Licensed Alcohol and Drug Abuse Counselors
- Currently certified in both CPR and First Aid Training.

Phoenix House of New England – Keene Center – June 1998 to August 2012

- Position: Senior Counselor with Supervisory Duties

- Duties: Individual counseling, treatment planning, daily documentation, aftercare planning, and community milieu. I carried carry a caseload of 2 clients as the Primary Counselor. Contact with family members which may include family sessions with the client.
- Complete Insurance Assessments on clients and the concurrent utilization reviews for ongoing coverage.
- Review telephone inquiries for our detox and residential programs to determine ASAM criteria and AXIS I - V for acceptance. Conduct face-to-face interviews with potential co-occurring disordered individuals to determine appropriateness for acceptance into the programs that we offer. Review psychological evaluations to help with each assessment.
- Previous duties included: Telephone inquiries; provide information to prospective clients and/or referrals; intakes and admissions; overseeing the Quality Assurance regarding all documentation and charting of the clients.
- Contact with probation officers on the state and federal level, the local mental health court and the alternative sentencing program.
- Knowledge of detoxification, mental health, and opioid replacement medications and the dispensing and documentation of these medications. Consultation with the client's doctors and/or therapists.
- Facilitation of weekly groups: Group Therapy and Group Therapy for Co-Occurring clients.
- Past groups include a Women's Group, Relationships Group, Anger Management, The Stages of Change, Relapse Prevention/CBT
- Supervised 2 Awake Overnight Monitors, the Case Manager for our Transitional Living Program, a Master's level counselor and a Master's level student intern from Antioch New England. In the past I have supervised Master's level interns from Antioch University and Plymouth State, undergraduate interns from Keene State College and other clinical staff.
- Served as the on-call supervisor every third week.
- Weekly supervision with the Director regarding both clinical and organization.
- Weekly group consultation with psychologist.
- Previous training includes: monthly group training sessions "Supervision for Supervisors" with Dr. David Powell via WebEx which occurred over a 12 month period; The 12 month TEACH-CBT/COMBINE training through the ATTC.
- Certified in both CPR and First Aid Training.

Individual Practice - 2007 – July 2012
As a Master's Level Licensed Alcohol and Drug Counselor, I occasionally would conduct substance abuse evaluations for those individuals seeking to get their license back; to determine if the individual needs treatment, and if so, what level of treatment.

Beech Hill Hospital – 1998 – 2001

- Position: Admissions Counselor
- Duties: Telephone Inquiries and admission intakes, verification of insurance benefits and facilitate completion of all paperwork upon admission
- Position: Therapy Aid
- Duties: Facilitated 12-step groups on a weekly basis. Completed bio-psycho-social with new clients. Community milieu. Transported clients to outside AA/NA meetings. Participated in staff meetings and consultations with therapists, the medical staff and the Director.

Education

Antioch New England University, 2001 – 2005. Master's Degree in Counseling Psychology with a Concentration in Substance Abuse

Eastern Connecticut State College, 1974 – 1979. Bachelor of Arts in English with a Minor in Communications

Licenses

Master Licensed Alcohol and Drug Counselor by the State of New Hampshire since Dec. 4, 2007. License # 0628. (Up for reinstatement)

Licensed Clinical Mental Health Counselor by the State of New Hampshire since Feb. 22, 2010. License # 797. (Up for reinstatement)

Professional Organizations

National Association for Addiction Professionals (NAADAC)

New Hampshire Association for Alcohol and Drug Abuse Counselors (NHAADAC)

Eric Harbeck

[redacted]

OBJECTIVE

To obtain a position as a residential substance abuse and hotline crisis counselor where I can utilize professional and therapeutic communication skills I have acquired in an effort to positively impact individuals struggling with substance abuse.

2015 Present Headrest Billing Manager

EXPERIENCE

Jakes Market & Deli — Andover/New London, NH
Customer Service Assistant/Store Clerk — September 2012 - Present

- Assist customers with questions and concerns
- Maintain a clean and organized work environment
- Promptly distribute products upon delivery from vendors
- Work with store manager and vendors on how to increase efficiency and productivity

Webster House — Manchester, NH
Child Care Worker — February 2012 – August 2012

- Write log reports at the end of every shift
- Meet one-on-one with selected residents discussing their progress
- Attend biweekly meetings with co-workers and administration to discuss state of the house
- Supervise, organize, and participate in activities with the residents

Warwick Mills — New Ipswich, NH
Mix Technician — June 2011 - January 2012

- Check schedule for daily tasks
- Check in with supervisor for various projects to complete outside of department
- Troubleshoot issues that would arise with equipment
- Record material usage into inventory database

Colby-Sawyer College Library Learning Center — New London, NH
Information Services Assistant — September 2007 - May 2012

- Check materials In and Out, shelve materials and check shelving accuracy
- Cover front desk and assist students and community members with library questions
- Interface with Archives and Inter-library loan system in addition to other offices on campus

Help Desk Assistant — September 2007 - May 2012

- Dispatch calls and check computers In/Out of repair center following strict guidelines
- Professionally answer Help Desk support line and conduct basic trouble-shooting
- Generate service requests and respond to voice mail in timely manner

Camp Wildwood — Bridgeton, ME
Dining Room Manager — June 2007 - August 2010

- Organize and maintain clean work environment
- Manage team of five employees and handle weekly scheduling
- Implement strict regulations on conduct and behavior

EDUCATION

Bachelor of Arts in Psychology — New London, NH
Colby-Sawyer College — September 2007 – May 2011

Academic Highlights: Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

ACTIVITES & INTERESTS

Secretary/Member, Crossroads Christian Fellowship
Member: Cross-Cultural Club, Psychology Club, Safe-Zones and CSC Players
Off-Campus Senator, Student Government Association

P.O. Box 1923, New London, New Hampshire, 03257 (603) 393-0474 eric.harbeck@my.colby-sawyer.edu

THOMAS HOWARD

[redacted]

SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decide to peruse a career as a Licensed Alcohol and Drug Counselor (LADC). I am currently interning as an addiction counselor at Headrest a Transitional Living Home at 14 Church St. Lebanon N.H.as well as a paid residential counselor. I will be graduating this May from NHTI with an Associates degree in Addiction Counseling maintaining a grade point average (3.92) worthy of the Deans list for every semester attended at said NHTI.

HIGHLIGHTS

Headrest
2015 Residential Manager, Current

- DSM-IV knowledge
- Court procedures familiarity
- Passion for social work
- Sound judgment
- Group homes
- Sound judgment
- Experience working with disabled persons
- Working with I2 step programs
- Skilled mediator
- Natural leader
- Compassion

Child Protective Services (CPS)

- Community resources specialist
- Exceptional problem solver
- Charismatic public speaker
- Excellent analytical skills
- Outstanding interpersonal skills
- PowerPoint proficiency
- Quick learner
- Strong verbal communication

ACCOMPLISHMENTS

Presenting

Demonstrates strong communication skills through (Serving as State Representative for Sullivan County from 2008-2012)
Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.
Initiated legislation that streamlined education issues in NH
Current member of NH Farm Bureau of Sullivan County
Former member of the Board of Directors for Mountain view Counseling
Member of the Newport Chamber of Commerce
Ran four Boston Marathons

I

EXPERIENCE

9/2013-present	**Intern at Headrest for addiction counseling** **Part time residential staff since October 2013**
03/1983 to 07/2013	**Owner/operator retail store** **Serenity Carpets** - Croydon, NH Registered Serenity Carpets as business with State of NH in 1989. Operated in Mass prior to 1989
01/1981 to 02/1983	**Teacher/ teacher aid Physical ed** **Hayden Academy** - Dorchster, Mass

EDUCATION

Education
Boston State College - Boston, Mass., U.S.A.
Bunker Hill Community College (general Studies) 1986
NHTI-currently enrolled in Addiction studies associates program. Carrying a 3.92 average

Caleb Kelton
[redacted]

Experience

Headrest, Hotline Coordinator
14 Church Street
Lebanon, NH 03766
January 2015 – Current
2013-2015, Hotline counselor

Wells law Office, Administrative duties
Wells, Me
2011-2013

Lyme Commercial Market, office work
Lyme, NH
2010-2011

Education
3 ½ years of college in liberal arts program
Emphasis on writing

Contractor Name: Headrest, Inc

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne J. Thistle	Director	0		
Eric Harbeck	Billing Manager	0		
Tom Howard	Residential Manager	0		
Caleb Kelton	Hotline Coordinator	0		
		0		

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #97) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $880,075.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

Contractor Initials: _____
Date: 5/29/15

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: SJ
Date: 5/29/15

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

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

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Headrest

5/29/15
Date

NAME
TITLE Executive Director

Acknowledgement:
State of New Hampshire County of Grafton on May 29, 2015, before the undersigned officer, personally appeared ~~the person~~ identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or ~~Justice of the Peace~~ Suzanne Laura Thistle

Notary Public
Name and Title of Notary or Justice of the Peace

DORCAS J. GORDON
STATE OF
- MY -
COMMISSION
EXPIRES
JANUARY 15,
2019
NEW HAMPSHIRE
NOTARY PUBLIC

Contractor Initials: ST
Date: 5/29/15

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

OFFICE OF THE ATTORNEY GENERAL

6/14/15
Date

Name: Megan Yaple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: _____
Date: 5/29/15

Exhibit A Amendment #3

Scope of Services

A. *Population Served*

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. *Required Treatment Services*

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table

Required Services	Treatment Services
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: ST
Date: 5/29/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women - **Low**-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***Transitional Living (ASAM Level 3.1)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Transitional Living (ASAM Level 3.1) – Pregnant Women -*** **Low**-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and

Contractor Initials: ST
Date: 5/29/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

Contractor Initials: ST
Date: 5/29/15

C. ***Required Provisions for Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level

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1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and

c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.

2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,

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upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:

The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:

No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

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Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the

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work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact

with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

Contractor Initials: ST
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On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $125,725.00 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

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**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

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

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.

- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

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

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $3,000,000.

Contractor Initials: ST

Date: 5/29/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials ST
Date 5/29/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/29/15
Date

Name: Grant L. Hayhe
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/29/15
Date

Name: Suzanne L. Christie
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/29/15
Date

Name: Suzanne L. Thistle
Title: Executive Director

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

5/29/15
Date

Name: Suzanne L. Gaskie
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/29/15
Date

Name: Suzanne L. Tamsett
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH Dept of Health & Human Svcs	Headrest, Inc
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Suzanne L. Theis
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/2/15	5/29/15
Date	Date

CERTIFICATE OF VOTE

I, Andrew Daubenspeck, Secretary to the Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.,14 Church Street, Lebanon, NH 03766.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 29, 2005:
(Date)

RESOLVED: That the Executive Director of Headrest, Inc.
(Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of May, 2015.
(Date Contract Signed)

4. Suzanne L. Thistle is the duly elected Executive Director of Headrest
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 29th day of May, 2015,

By J. Andrew Daubenspeck
(Name of Elected Officer of the Agency)

Patricia L. Jordan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA L. JORDAN, Notary Public
My Commission Expires October 20, 2015

Commission Expires: _____

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suzanne L. Thistle, MA, MLADC	Executive Director	$75,000 yr	.25%	$18,750.00
Nancy Davis, MLADC, LCMHC	Clinical Coordinator	$50,000 yr	.25%	$12,500.00
Tom Howard, CRSW	Residential Manager	$29,950 yr	.25%	$7,487.50
Caleb Kelton	Hotline Coordinator	$27,040 yr	.25%	$6,760.00
Eric Harbeck	Billing Manager	$27,040 yr	.25%	$6,760.00

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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 97) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the current contract by one year.

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

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $754,350
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: _____
Date: 5-13-2014

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

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

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Headrest

5-15-2014
Date

NAME
TITLE Executive Director
Ed Reed

Acknowledgement:
State of NH, County of Grafton on May 19, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Contractor Initials:
Date: 5-19-2014

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

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials:
Date: 5-19-2014

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials:
Date: 5-13-2014

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Contractor Initials: 5-19-2014
Date:

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

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

Funding for this Agreement is funded by various sources as a percentage of the total amount of $251,450 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials:
Date: 5-13-2014

X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

Contractor Initials:
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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Contractor Initials:
Date: 5-19-2014

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

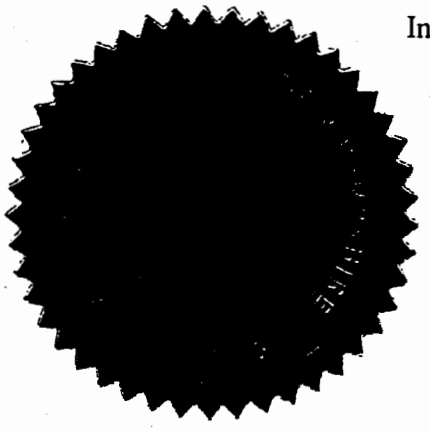
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of May A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, John F. Creagh, President, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 27, 2013
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19TH day of May, 2014.
(Date Contract Signed)

4. Ed Kaiser is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John F. Creagh
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 19th day of May, 2014,

By John F Creagh.
(Name of Elected Officer of the Agency)

Patricia L. Jordan
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

PATRICIA L. JORDAN, Notary Public
My Commission Expires October 20, 2015

Commission Expires: _____

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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 502,900.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

MJS 5/9/13

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

MJC 5/7/13

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $251,450.00"

4) **Add** Exhibit B-1 and B-2

MTC
5/9/13

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

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

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy by for DR
Nancy L. Rollins
Associate Commissioner

Headrest, Inc.

May 9, 2013
Date

Name: Michael J. Cryans
Title: Executive Director

Acknowledgement:
State of New Hampshire, County of Grafton on May 9, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Notary for Michael Cryans only

Patricia L. Jordan
Name and Title of Notary or Justice of the Peace

PATRICIA L. JORDAN, Notary Public
My Commission Expires October 20, 2015

MJC 5/7/13

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

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Joanne P. Hericle
Title: AAG

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

MJC 5/9/13

Exhibit B-1

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

Bidder/Program Name: Headrest, Inc Outpatient Services

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 126,356.00	$ 23,644.00	$ 150,000.00	$ 53,238.00	$ 10,000.00	$ 63,238.00	$ 73,118.00	$ 13,644.00	$ 86,762.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 126,356.00	$ 23,644.00	$ 150,000.00	$ 53,238.00	$ 10,000.00	$ 63,238.00	$ 73,118.00	$ 13,644.00	$ 86,762.00
Indirect As A Percent of Direct		18.7%							

MTC 3/14/13

Exhibit B-2

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

Bidder/Program Name: Headrest, Inc Transitional Living

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 202,711.00	$ 47,289.00	$ 250,000.00	$ 65,312.00	$ 20,000.00	$ 85,312.00	$ 137,399.00	$ 27,289.00	$ 164,688.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 202,711.00	$ 47,289.00	$ 250,000.00	$ 65,312.00	$ 20,000.00	$ 85,312.00	$ 137,399.00	$ 27,289.00	$ 164,688.00
Indirect As A Percent of Direct		23.3%							

MTC
5/9/13

CERTIFICATE OF VOTE

(Corporation without Seal)

I, John A. Daubenspeck, do hereby certify that:
(Name of Clerk of the Corporation, cannot be contract signatory)

1. I am a duly elected Clerk of Headwest, Inc.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 9, 2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

Substance Abuse Treatment and Recovery Support services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9th day of May, 2013.
(Date Contract Signed)
4. Michael J. Cryans is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

J. Cryans Daubenspeck
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 9th day of May, 2013,

By John A. Daubenspeck.
(Name of Clerk of the Corporation)

Mary K Durand
~~(Notary Public)~~/Justice of the Peace)

Commission Expires: 02/02/16

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 97

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Headrest, Inc. (Vendor # 175226), 14 Church Street, Lebanon, NH 03766, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $251,450.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$115,654.00
			Subtotal	$115,654.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$56,413.00
			Subtotal	$56,413.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$79,383.00
			Subtotal	$79,383.00
			Total	$251,450.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Lebanon Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Headrest, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $251,450.00. This agreement represents level funding.

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

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Lebanon Area.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

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

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

NLR/df

Program Name		CFS	Con Hosp.	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,256	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,925	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph D	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Headrest, Inc.		**1.4 Contractor Address** 14 Church Street, Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-4872 ext 110	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $251,450.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Michael J. Caymus, Executive Director	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On 5/24/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

PATRICIA L. JORDAN, Notary Public
My Commission Expires October 20, 2015

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

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

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

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

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

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

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MJC
Date: 5.23.12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: MK
Date: 5.23.17

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Headrest, Inc.

ADDRESS: 14 Church Street, Lebanon, New Hampshire 03766

EXECUTIVE DIRECTOR: Michael Cryans
TELEPHONE: (603) 448-4872 X 110

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of Beds	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient		1.16	Grafton / Sullivan Counties	36	$86,762.00
Transitional Living Program – Adult	5.01		Statewide	20	$164,688.00
Group – Recovery Support Services *				28	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

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

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Headrest, Inc.

ADDRESS: 14 Church Street, Lebanon, New Hampshire 03766

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Michael Cryans
TELEPHONE: 603-448-4872 x 110

Vendor #175226-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

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

$ 79,383.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 56,413.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 115,654.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $251,450.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)
ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

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

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

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

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

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

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

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Lebanon, New Hampshire

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

Headrest, Inc. From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Contractor Name **Period Covered by this Certification**

Michael J Cryans, Executive Director

Name and Title of Authorized Contractor Representative

5.23.12

Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

A. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Signature — Contractor's Representative Title

Executive Director

Headrest, Inc. — 5.23.12

Contractor Name — Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(1) ***PRIMARY COVERED TRANSACTIONS***

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Executive Director

Contractor Signature **Contractor's Representative Title**

Headrest, Inc. 5.23.12

Contractor Name **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	Executive Director
Contractor Signature	**Contractor's Representative Title**
Headrest, Inc.	5-23-12
Contractor Name	**Date**

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Signature	Executive Director Contractor's Representative Title
Headrest, Inc.	5.23.12 Date

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STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services	Headrest, Inc.
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Michael J. Crymes
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5.23.12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

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

(Contractor Representative Signature)	Michael J. Crymes, Executive Director (Authorized Contractor Representative Name & Title)
Headrest, Inc. (Contractor Name)	5.23.12 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: _____

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

_X_ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

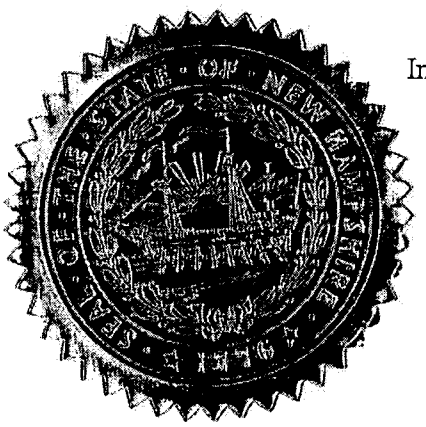
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire nonprofit corporation formed April 27, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, J. Andrew Daubenspeck , of Lebanon, NH , do hereby certify that:

1. I am the duly elected Secretary of Headrest Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23rd , 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Michael J. Cryans is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23rd , 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23rd day of May, 2012.

J. Andrew Daubenspeck

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 23rd day of May, 2012 by J. Andrew Daubenspeck.

John S. Stebbins

Notary Public/Justice of the Peace
My Commission Expires:
JOHN S. STEBBINS, Notary Public
State of New Hampshire
My Commission Expires February 2, 2016

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #99) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $720,786.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 8/3/2015

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

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

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Horizons Counseling Center, Inc.

7/20/2015
Date

NAME Jaequeline Abikoff
TITLE Executive Director

Acknowledgement:
State of NH, County of Belknap on 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

ALEXANDRA MacDONALD
Notary Public - New Hampshire
My Commission Expires February 2, 2016

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

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials _____
Date 7/20/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $132,058.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $3,390.00
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted	Up to $33,880.00

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
		Treatment Services Fee Table	

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post

discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of __Horizons Counseling Center, Inc._____.
(Agency Name)

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

the Agency duly held on ___April 8, 2015___:
(Date)

RESOLVED: That the ___Executive Director_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _20th_ day of _July_____, 2015___.
(Date Contract Signed)

4. __Jacqueline Abikoff_____ is the duly elected __Executive Director_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ___Belknap_____

The forgoing instrument was acknowledged before me this 20th day of July, 2015,

By ____David Parisi_____.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: ALEXANDRA MacDONALD
Notary Public - New Hampshire
My Commission Expires February 2, 2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2015

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

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

PRODUCER	CONTACT NAME: Amanda O'Brien
CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: aobrien@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Indemnity Ins Co	18333
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Horizons Counseling Center, 25 Country Club Rd, Gilford NH 03249

COVERAGES **CERTIFICATE NUMBER:** CL1562342275 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BOP3772229	6/14/2015	6/14/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BOP3772229	6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Location 1:25 Country Club Road, Gilford NH

Location 2: 258 Highland Street, Suite 13, Plymouth NH

CERTIFICATE HOLDER

NHDHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda O'Brien/AOB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2015

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

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

PRODUCER	CONTACT NAME: Kathleen Gilman
Byse Agency Inc. 208 Union Ave. PO Box 1346 Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-4242 FAX (A/C, No): (603) 524-0748 E-MAIL ADDRESS: kgilman@byseinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty and Surety	19038
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HORIZONS COUNSELING CENTER
25 COUNTRY CLUB ROAD
GILFORD NH 03249

COVERAGES **CERTIFICATE NUMBER:** NHDHHS2015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB5C113621	12/15/2014	12/15/2015	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

jabikoff@gmail.com

NH Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen Gilman/KAG

Account Number: NH HORI 7330 Date: 5/12/15 Initials: THERESAB

CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

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

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
HORIZONS COUNSELING CENTER INC
25 COUNTRY CLUB RD #705
GILFORD NH 03249

Additional Named Insureds:
JACQUELINE ABIKOFF
LYNNE TOWLE
ROBERT A. ULMAN
ELSA JOHNSON
COREY GATELY

Type of Work Covered: PROFESSIONAL SOCIAL WORKER

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

Claim History:

Retroactive date is 07/01/1997

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SWL-003928070	7/01/14	7/01/15	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: AMANDA SNYDER and SUZANNE CONCORD are listed on this policy as para-professionals and are covered while rendering services as employees of the above referenced insured.

This Certificate Issued to:
Name: NH DHHS
105 PLEASANT STREET
Address:
CONCORD NH 03301

Authorized Representative

HORIZONS COUNSELING CENTER

MISSION STATEMENT

Horizons Counseling Center is dedicated to the provision of comprehensive, quality prevention, assessment and treatment services for substance use and co-occurring mental health disorders. We seek to ensure access to services for substance abusers and their families regardless of income or ability to pay. Through community education we seek to raise awareness about the disease of addiction and to reduce the stigma associated with addiction that creates barriers to treatment and discrimination for addicted persons and their families.

Horizons Counseling Center, Inc.
Financial Statements
June 30, 2013 and 2012

Horizons Counseling Center, Inc.
Financial Statements
June 30, 2013

Table of Contents

MALONE, DIRUBBO & COMPANY, P.C. Certified Public Accountants

Kenneth R. Malone, CPA
James F. Dirubbo, CPA, CGMA
Ronda J. Kilanowski, CPA, CGMA
Penny I. Raby, CPA, CGMA
Robert E. Reed, CPA
Tracey L. Livernois, CPA
Robert A. Lemay, CPA
Shirley E. Perry, EA
Stephanie A. Sinclair, EA

www.mdccpas.com
info@mdccpas.com

501 Union Avenue, Suite 1 603-528-2241
Laconia, NH 03246-2817 Fax 603-528-7624

64 Franklin Street 603-934-2942
Franklin, NH 03235-1610 Fax 603 934-5384

9 West Street 603-745-3121
Lincoln, NH 03251 Fax 603-745-3312

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees of Horizon Counseling Center, Inc.
Gilford, NH 03246

We have audited the accompanying financial statements of Horizon Counseling Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Horizon Counseling Center, Inc. as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Malone, Dirubbo & Company, P.C.

Malone, Dirubbo & Company, P.C.

Franklin, New Hampshire
November 6, 2014

Horizons Counseling Center, Inc.
Statements of Financial Position
As of June 30,

ASSETS

	2013	2012
Current Assets		
Cash	$ 58,064	$ 147,681
Grants receivable	15,799	31,853
Accounts receivable (net realizable value)	43,331	32,943
Contracts receivable	10,025	8,455
Prepaid expenses	2,155	355
Total Current Assets	129,374	221,287
Property and Equipment		
Office equipment	2,790	2,790
Less: accumulated depreciation	(2,148)	(1,807)
Property and Equipment, Net	642	983
TOTAL ASSETS	$ 130,016	$ 222,270

LIABILITIES AND NET ASSETS

Current Liabilities		
Account payable	$ 8,815	$ 8,368
Payroll taxes payable	283	310
Total Current Liabilities	9,098	8,678
Unrestricted Net Assets	120,918	213,592
TOTAL LIABILITIES AND NET ASSETS	$ 130,016	$ 222,270

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statements of Activities
For the Years Ended June 30,

	2013	2012
Support and Revenue		
Grant contract revenue	$ 189,586	$ 189,576
Service fees (net)	121,742	102,997
Other contract revenue	81,503	70,499
Donations	11,421	0
In-kind support	6,400	0
Other revenue	12,639	0
Total Support and Revenue	423,291	363,072
Expenses		
Program services	385,762	269,310
Management and general expenses	130,203	129,999
Total Expenses	515,965	399,309
Increase (Decrease) in Unrestricted Net Assets	(92,674)	(36,237)
Net Assets at Beginning of Year	213,592	249,829
Net Assets at End of Year	$ 120,918	$ 213,592

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2013

	Program Services	Management & General	Total
Salary- clinicians	$ 264,029	$ 15,120	$ 279,149
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	7,250	7,250
Employee benefits	42,421	23,823	66,244
Payroll tax expense	22,578	6,265	28,843
Donated program services	6,400	0	6,400
Advertising and promotions	0	50	50
Depreciation	0	340	340
Professional development	0	255	255
Liability insurance	0	4,756	4,756
Office supplies	0	1,489	1,489
Postage	0	669	669
Rent	23,885	5,971	29,856
Telephone and internet	2,004	655	2,659
Utilities	4,014	1,003	5,017
Professional fees - accounting	0	575	575
Professional fees - auditing	0	5,600	5,600
Professional fees - consulting	6,000	0	6,000
Miscellaneous expense	431	382	813
Total Expenses	$ 385,762	$ 130,203	$ 515,965

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2012

	Program Services	Management & General	Total
Salary- clinicians	$ 172,815	$ 9,713	$ 182,528
Salary- executive director	14,000	56,000	70,000
Salary - administrative	0	16,531	16,531
Employee benefits	45,168	21,128	66,296
Payroll tax expense	16,723	5,468	22,191
Bank fees	0	160	160
Depreciation	0	340	340
Professional development	0	263	263
Workers compensation insurance	0	1,902	1,902
Liability insurance	0	2,871	2,871
Licenses and fees	0	75	75
Office supplies	0	1,785	1,785
Postage	0	625	625
Rent	16,085	4,021	20,106
Telephone and internet	1,886	471	2,357
Utilities	2,484	621	3,105
Professional fees - accounting	0	475	475
Professional fees - auditing	0	5,300	5,300
Professional fees - consulting	100	0	100
Penalties & fees	0	2,200	2,200
Miscellaneous expense	49	50	99
Total Expenses	$ 269,310	$ 129,999	$ 399,309

See accompanying notes and independent auditors' report.

Horizons Counseling Center, Inc.
Statements of Cash Flows
For the Years Ended June 30,

	2013	2012
Cash Flows from Operating Activities		
Change in Net Assets	$ (92,674)	$ (36,237)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Depreciation expense	340	340
Decrease (increase) in operating assets:		
Grants and contracts receivable	14,485	(5,654)
Accounts receivable	(10,388)	(5,643)
Other current assets	(1,800)	931
Increase (decrease) in operating liabilities:		
Accounts payable	447	7,368
Accrued liabilities	(27)	9
Net cash provided by (used in) operating activities	(89,617)	(38,886)
Net increase (decrease) in cash	(89,617)	(38,886)
Cash at beginning of year	147,681	186,567
Cash at end of year	$ 58,064	$ 147,681

See accompanying notes and independent auditors' report.

Note 1: Organization

Horizons Counseling Center, Inc. is a New Hampshire non-profit organization incorporated March 2, 1990. The Organization is dedicated to providing quality mental health care services for the comprehensive prevention, assessment and treatment of substance abuse and dependence, and related behavioral matters. Services are provided to substance abusers, their families and others affected by the substance abuse. The Organization is dedicated to providing these services to those of limited financial ability, regardless of their ability to pay.

Note 2: Summary of Significant Accounting Policies

Accounting Method

The financial statements have been prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when they are earned and expenses are recorded at the time liabilities are incurred.

Net Assets

The Organization reports its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets include the portion of funds that are not restricted by donor or grantor and are available for support of the Organizations' operation.

Temporarily Restricted Net Assets include the portion of funds for which donor or grantor restrictions have not yet been met and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets include the portion of funds for which donor or grantor imposed restrictions require the funds to be maintained permanently by the Organization.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable is stated at net realizable value and consists of amounts due from clients for services rendered. Service fees are recorded in the year in which the service is performed. Uncollectible amounts, estimated by management based on historical data, are recorded in the period during which the services are provided even though the actual amounts may become known at a later date.

Note 2: Summary of Significant Accounting Policies – continued

Accounts Receivable - continued

Under terms of the State grant the Organization receives, no patient may be denied services for an inability to pay, resulting in services that are provided but are never expected to result in cash flows. These services estimated at approximately 54% of billings, do not qualify for recognition as receivables or revenue.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their fair market value at the date of donation. Maintenance and repairs are charged to operations when incurred; major purchases and improvements are capitalized. Fixed assets, consisting of computer and telephone equipment are being depreciated over a five year period using the straight line method.

Grants

The State of New Hampshire, in accordance with a grant contract with the Organization, allows any surplus of revenues over expenses to be used on activities approved by the grant contract with the State of New Hampshire, Department of Health and Human Services – Bureau of Drug and Alcohol Services (BDAS) to cover Medicaid shortfalls or to be expended at HCC's discretion to increase or improve service delivery within the programs specified by the contract except that such expenditures shall not increase the annualized operating cost of such programs without the prior written approval of BDAS. (See Note 5)

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has chosen to record restricted contributions whose restrictions are met in the same reporting period as unrestricted contributions.

Schedules of Functional Expenses

The costs of providing various program and management services have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated amongst the program services and management services benefited based on actual costs and analysis of personnel time.

Note 2: Summary of Significant Accounting Policies – continued

Use of Estimates

Preparation of the Organizations' financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could vary from these estimates.

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. During the years ended June 30, 2013 and 2012, donated professional services of $6,400 and $0 were received and recorded in the financial statements. Volunteers, mainly board members, donate time to the Organization's program services. These services have not been included in donated materials and services because their value has not been determined.

Federally Insured Limits

The Organization maintains its cash account at one financial institution, which is secured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 in aggregate. The Organization has not exceeded this limit for the years ending June 30, 2013 and 2012.

Tax Status

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, there is no provision for federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the IRS not to be a private foundation within the meaning of Section 590(a) of the Internal Revenue Code.

Uncertainty in Income Taxes

The Organization recognizes uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained

Note 2: Summary of Significant Accounting Policies – continued

Uncertainty in Income Taxes - continued

upon examination by taxing authorities. The Organization has analyzed its tax positions taken for filing with the Internal Revenue Service and the State of New Hampshire. The Organization believes that the income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations, or cash flows. Accordingly, the Organization has not recorded any reserves or related accruals for interest and penalties for uncertain tax positions at June 30, 2013.

The Organization is subject to routine examinations by taxing jurisdictions; however, there are currently no examinations in progress for any tax period. The Organization believes it is no longer subject to income tax examinations for fiscal years ended prior to June 30, 2010.

Note 3: Leased Facilities and Related Party

The Organization rents the Gilford office from a related party, the spouse of the Executive Director. The rental agreement is unwritten, but annual rental payments are approved each year by the Board of Directors. For the years ended June 30, 2013 and 2012 the total rent paid to the related party was $14,406.

For the years ended June 30, 2013 and 2012, the Organization also rented space in Plymouth, New Hampshire. A 24 month lease agreement was entered into on January 1, 2012, which calls for monthly rent payments of $475. The total rent for the Plymouth office for the June 30, 2013 and 2012 was $5,550 and $5,700, respectively.

Effective August 6, 2012, the Organization rented space in Gilford, New Hampshire. The lease is for one year, which calls for monthly rent payments of $900. Total rent paid for the year ended June 30, 2013 was $9,900.

Note 4: Concentration of Risk

The Organization grants credit to its patients, most of whom are local residents and some of whom are insured under third party payer agreements. Based upon factors surrounding the credit risk of specific patients, historical trends, and other information, the Organization has estimated the collectible balances for patient receivables. No collateral or other security to support patient receivables is required.

The Organization receives the majority of its support from the New Hampshire Department of Health and Human Services. In the event that this support were to be eliminated, it is likely that the Organization would need to reduce its current operations.

Note 5: Grant Revenue and Support

The Organization receives substantial funding in the form of grants from the New Hampshire Department of Health and Human Services - Bureau of Drug and Alcohol Services (BDAS). The Organization reports the grant funding as income for the period in which services are rendered and costs are incurred.

Under the terms of the grant, no patient may be denied services due to an inability to pay for such services. Consequently, all patients are billed on a sliding fee scale based upon their financial resources. The difference between the established rates and the amount collectible and the difference between the established rates and third-party payments are deducted from gross service revenue.

Note 6: Related Party

During the year ended June 30, 2013, the Organization received donations totaling $10,500 from relatives of the executive director.

Note 7: Subsequent Events

Management has evaluated subsequent events through November 6, 2014, which is the date the financial statements were available to be issued.

HORIZONS COUNSELING CENTER

PRESIDENT:
David Parisi, LICSW, MLADC

VICE –PRESIDENT:
Janice Best

TREASURER:
Roseanne Sheridan, RN

SECRETARY:
Elaine Blinn

EXECUTIVE DIRECTOR:
Jacqui Abikoff, LICSW, MLADC

DIRECTORS:

Susan Flanders

Suzanne Rock, Esq.

Donna Mooney

Karmen Gifford

JACQUELINE HOCHWEISS ABIKOFF
[redacted]

CREDENTIALS:

LICSW NH Licensed Independent Clinical Social Worker
LADC NH Licensed Alcohol and Drug Counselor
LCS NH Licensed Clinical Supervisor
ACSW Academy of Certified Social Workers
Diplomate in Clinical Social Work

EDUCATION:

1980 **Master of Social Work**
Portland State University, Portland, OR

1972 **Bachelor of Arts**
Barnard College, New York, NY

PROFESSIONAL EXPERIENCE:

1987 – Present **Horizons Counseling Center**, Laconia, NH
Executive Director
Administrative, fiscal and clinical management of non-profit agency treating substance use and co-occurring mental health disorders. Responsibilities include program development and implementation, clinical supervision, grant writing, fund raising, community relations, budgetary management.
Responsible to the Board of Directors.

1986 – Present **Consultant and trainer on co-occurring disorders, domestic and sexual violence, forensics, criminal justice and professional ethics.**

2002 - Present **New Hampshire Training Institute on Addictive Disorders**
Project Manager

1988 – Present **Faculty, New England School of Addiction Studies**

2000, 2010-Present **Faculty, New England Institute of Addiction Studies School of Best Practices**

1983 – 1987 **Lakes Region Mental Health Center**, Laconia, NH
Coordinator of Emergency Services (1985-87)
Administrative, programmatic and clinical responsibility for a 24 hour crisis response program providing crisis intervention/stabilization, evaluation, diagnosis, suicide prevention and brief treatment.
Coordination of brief psychiatric in-patient treatment program.
Supervision of clinical staff and interns.
Emergency Services and Brief Hospitalization Clinician (1983-85)

1981 – 1983 **Child and Family Services, Knoxville, TN**
Social Worker / Therapist
Protective Services Counseling Program/Family Crisis Center

1979 – 1980 **Child Protective Services**, Portland, OR
Clinical Intern, Intake and Assessment Unit, Sexual Abuse Project

1978 – 1979	**Portland Public Schools**, Portland, OR **School Social Work Intern**
1973 – 1978	**Holyoke Public Schools**, Holyoke, MA **Guidance Counselor, Bilingual Education** **Elementary Bilingual Education Teacher**
1972 – 1973	**Brandeis High School**, New York, NY **Spanish Teacher**

COMMUNITY SERVICE:

NH Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs 2009-2011

NH Governors Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Co-occurring Disorders Treatment Task Force 2005 - Present

NH Governors Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Medicaid Task Force 2010-Present

NH Board of Licensing for Alcohol and Other Drug Use Professionals 2009-Present

Chair, Peer Review Committee for NH Board of Alcohol and Drug Abuse Professional Practice 1998-2006

NH Certification Board for Alcohol and Drug Abuse Counselors 1994-98, Board Chair; 1996-98

Training Supervisor, International Certification & Reciprocity Consortium, Alcohol and Other Drug Abuse, 1987 – 2008.

Board of Directors, NH Alcohol and Drug Abuse Counselors Association, Public Policy Chair, 2001-Present, Secretary, 2010-Present, President 2003 – 2005, Treasurer: 2000 – 2002, Chair, Ethics Committee: 1991-1994.

NAADAC, the Association of Addictions Professionals, Public Policy Committee, 2004- 2007. PAC Committee Trustee, 2008-Present

Board of Directors, Public Policy Chair, NH Alcohol and Other Drug Abuse Service Providers Association, 2004 – Present, Vice President for Treatment 2010-Present

Board of Directors, NH Task Force on Women and Addiction, 2004-2005

Board of Directors, New Hampshire Addiction Services Providers Network, 2000 - 2002

New Hampshire Behavioral Health Disaster Planning Committee, 2003 – 2005

Central New Hampshire Behavioral Health Disaster Response Team, 2005-Present, Team Leader, 2005-2006

Behavioral Health Network, Quality Assurance Advisory Committee, 2001-2007

Behavioral Health Network Professional Credentialing Committee, 2001-2007

Anthem / Wellspring Professional Advisory Board, Northeast Region, 2007 - 2010

Belknap County Addiction Task Force, Chair, 2002 –2005

Classification Board, Belknap County Department of Corrections, 1990–2003

Treasurer, Board of Directors, Friends of Recovery-New Hampshire, 2000-2002

Chair, Cultural Sensitivity Committee, International Certification & Reciprocity Consortium, 1999–2001

Belknap County Citizens Council on Children and Families Juvenile Justice Advisory Board, 2002 – 2005

Board of Directors, New Beginnings: A Women's Crisis Center, 1991–1994

New Hampshire Coalition Against Domestic and Sexual Violence Grants Committee, 1983-85

Charter Member, Board of Directors, Tennessee Coalition Against Domestic Violence 1981 -1983

Suzann J. Caldon
[redacted]

RESUME

EDUCATION/LICENSURE

1967 Graduated – Laconia High School

1970 Graduated – Mary Hitchcock Memorial Hospital School of Nursing
Registered Nurse (**RN**), State of NH since June 1970

1992 Certification as an Addictions Registered Nurse, (**CARN**)

2002 License Alcohol Drug Counselor, (**LADC**)

Employment History:

9/2012- current Horizons Counseling Center

1979-2012 LRGHealthcare

1992 –2012 Program Coordinator
Nathan Brody Chemical Dependency Intensive Outpatient Program
LRGHealthcare
Laconia, NH

1990 – 1992 Program Coordinator for Detoxification Program
Lakes Region General Hospital (LRGHealthcare)

1987 – 1990 Clinical Coordinator on a 32 bed Detoxification and CD Nursing Unit
Lakes Region General Hospital (LRGHealthcare)

1979– 1987 Staff Nurse on a 32 bed Detoxification and CD NursingUnit
Lakes Region General Hospital (LRGHealthcare)

1970 – 1977 Staff Nurse, Full Time/Per Diem
Concord Hospital Concord, NH

PRESENT JOB RESPONSIBILITIES:

Supervise program staff

- Daily program management/marketing
- Staff, client and community education
- Direct client service

MAINTAINS:

30 Hours CEUs for RN every 2 years

- 60 Hours CEUs for CARN every 4 years
- 48 Hours CEUs for LADC every 2 years

AFFILIATIONS:

New Hampshire Association of Alcohol & Drug Counselor

+REFERENCES: Available upon request

Resume

Elsa Johnson, LCMHC, LADC

[redacted]

LICENSE:

2000-December received my License as a Mental Health Counselor in NH (#375).
2004-July received my License as an Alcohol and Drug Counselor in NH (#587).

EDUCATION:

1998-Graduated from Antioch New England Graduate School with a Masters Degree in Counseling Psychology.
1993-Graduated from the College for Lifelong Learning with a Bachelors in Behavioral Science.
1988-Graduated the NH Technical Institute with an Associates in Human Services/Mental Health.

WORK HISTORY:

July 2003 to present: Therapist at Horizons Counseling Center providing individual, family and group psychotherapy/counseling for adults and adolescents with substance use and co-occurring mental health disorders.

January 2003 to June 2003: Therapist at Mount Prospect Academy providing individual, family and group psychotherapy for delinquent youth ages 12-18.

June 2000 to December 2002: Individual therapist at Wreath School of NH providing individual, family and group psychotherapy for delinquent youth ages 12-18.

May 1998 to June 2000: Family Counselor at Wreath School providing case management and family therapy to parents and youth were place at Wreath for delinquency and sexual offenses.

June 1997 to May 1998: Case Manager, Community Bridges, Concord, NH working with developmentally disabled adults coordinating community services, monitoring adult foster care settings, facilitating Individual Service Plan meetings, and advocating for services in the community.

PRACTICUM/INTERNSIP EXPERIENCE:

September 1997 to May 1998: Internship for Antioch New England Graduate School completed at Lakes Region Family Services in Laconia, NH.

Conducted assessments of new clients, developed treatment plans, and provided individual and group therapy. Also worked in local school districts with adolescents conducting anger management and conflict resolution skills groups.

September 1996 to May 1997: Practicum for Antioch New England Graduate School completed at Merrimack Valley Middle School in Penacook, NH. Worked as a Guidance Counselor Intern working with students in individual therapy, conducting psycho-educational groups in social skill, conflict resolution and anger management.

Amanda M. Snyder
[redacted]

Experience:

August 2012 – Present
Horizons Counseling **Gilford, NH**
Counselor

December 2008 – Present
Phoenix House Franklin Center **Franklin, NH**
Counselor

August 2007 – January 2009
The New England Salem Children's Trust **Rumney, NH**
Child Development Counselor

July 2006 – July 2007
Mount Prospect Academy **Plymouth, NH**
Awake Overnight Supervisor

December 2003 – July 2006
Comfort Inn and Suites **Lincoln, NH**
Executive Housekeeper

June 2003 – December 3003
The Christmas Loft **Lincoln, NH**
Sales Associate

December 2002 – March 2003
Sport Thoma **Lincoln, NH**
Manager West Base Store

Education:

Associates Degree:
Granite State College
Concord, New Hampshire
AS Degree in Behavioral Science
Received December 2008

Bachelors Degree:
Granite State College
Concord, New Hampshire
BS Degree in Behavioral Science
Minor in Human Development
Received September 2010

Certifications and Licenses Held:

Licensed Alcohol and Drug Counselor (expires January 2016)
Prime for Life Instructor #NH16201
American Red Cross Standard First Aid (expires 4/12 2016)
American Red Cross CPR and AED (expires 4/12/2016)
NH Teen Responsibility and Independent Living Skills (NH TRAILS) trained

LYNNE THELMA TOWLE

[redacted]

CREDENTIALS: LCMHC NH Licensed Clinical Mental Health Counselor #223
LADC NH Licensed Alcohol and Drug Counselor #0448

EDUCATION:

1992 - Present: On-going continuing education in substance abuse, mental health issues, ethics, adolescent treatment issues, domestic violence and women's issues.

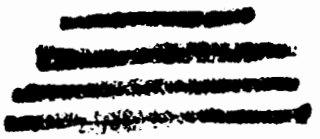
1992 Master of Arts in Counseling Psychology
Antioch New England Graduate School, Keene, NH

1985 Bachelor of Arts
University of New Hampshire, Durham, NH

PROFESSIONAL EXPERIENCE:

August 1993 – present Horizons Counseling Center, Gilford, NH
Assistant Director
Provide individual, group and evaluation services to both adults and adolescents with primary issues of chemical dependency in a small non-profit outpatient counseling center in the Lakes Region.

July 1992 - July 1993 State of NH, Transitional Housing, Concord, NH
Director of Census Management
Supervision of 2 Case Managers; oversee development and implementation of treatment plans; coordinate referrals, screenings and placement of clients to THS; serve as liaison to NH Hospital and to Community Mental Health centers. Provide individual and group to mentally ill adults for the purpose of assessment, diagnosis and treatment of psychiatric disorders and emotional disturbances



April 1986 – July 1992 — State of NH, NH Hospital, Concord, NH
Behavior Specialist
responsible for the development, implementation and training of staff on individual program aimed at behavior modification. Completed monthly, quarterly and annual reports as needed. Supervised clients in 1:1 training sessions. Target population – developmentally disabled adults. Coordinated and implemented numerous community placement plans for identified clients. completed ABS and other related behavor scales as directed by Psychologist.

June 1985 – April 1986 — State of NH, NH Hospital, Concord, NH
Mental Health Worker
worked with developmentally disabled adults in an Intermediate Care Facility. Responsible for physical and emotional care of patients as well as custodial duties such as showering, bathing and dressing patients, delivering food to patients, assist with patient transport to various activities. Responsible to implement training programs as directed. Certified in CPR, Defensive Driving and SOLVE (Strategies of Limiting Violent Episodes).

COMMUNITY SERVICE:

Board of Directors, New Hampshire Alcohol and Drug Abuse Counselors Association

- Regional Representative 1995 - 1998
- Secretary 1998 – present

PROFESSIONAL AFFILIATIONS:

National Association of Drug and Alcohol Abuse Counselors
New Hampshire Alcohol and Drug Abuse Counselors Association
Addiction Services Provider Network

REFERENCES: Will be furnished upon request

Robert A. Ulman

Horizons
Counseling Center

[redacted]

CREDENTIALS

Licensed Clinical Mental Health Counselor - New Hampshire #366
Master License Alcohol & Drug Counselor - New Hampshire #0522

EXPERIENCE

Substance Abuse Counselor, Horizons Counseling Center, Gilford, NH
June 2000-Present
Horizons Counseling Center is a small, nonprofit agency serving the substance abuse treatment needs of Belknap County and Southern Grafton County. Adults, adolescents, and families dealing with substance abuse or related issues are provided the necessary services and supports.

Counselor, Plymouth State University Counseling Center, Plymouth, NH
November 2009-May 2011
Plymouth State is a coeducational, residential university with an enrollment of approximately 4,300 undergraduate students and 2,262 graduate students. The Counseling and Human Relations Center provides individual and group counseling any enrolled student.

Adjunct Faculty, Plymouth State University, Plymouth, NH
August 2000-Present
Critical Issues in Mental Health Counseling: Substance Abuse Diagnosis & Introduction to Treatment. College of Health, Education & Human Services. Graduate level course for Mental Health Counselor candidates.

Therapist Family Counselor, Wreath School of New Hampshire, Plymouth, NH
September 1997-May 2000
Wreath School was a small private residential facility for adolescent males. Clients were placed due to Child in Need of Services petitions or delinquency charges. Diagnoses included Oppositional Defiant Disorder, Conduct Disorder, Mood Disorders. The facility also maintained a small unit for the treatment of adolescent sexual offenders.

Further employment information available upon request.

EDUCATION

Plymouth State College, Plymouth, NH — Post Graduate Courses, 1999
University of Maine, Orono, Maine — M.Ed.-Counselor Education, 1983
University of Maine, Orono, Maine — B.A.-Psychology, 1981

[redacted]

SKILLS

Assessment, diagnosis and treatment of mental health disorders, substance use disorders, as well as co-occurring disorders. Treatment mainly provided through individual counseling with a focus on Motivational Enhancement Therapy and Cognitive Behavioral Therapy. Team meetings attendance with a focus on consultation and collaboration. Emergency services provided on a rotating staff basis.

References available upon request.

Laura J. Moody

[redacted]

EDUCATIONAL EXPERIENCE

University of New Hampshire Graduate School- Durham, NH **Expected Date of Graduation: 2015**
Pending Master's Degree in Social Work

Nathan Brody IOP at Horizons Counseling Center **September 2014- May 2015**
1st year MSW internship

Family Resource Center of Central New Hampshire- Laconia, NH **August 2013-March 2014**
Internship/Field Experience

University of New Hampshire- Durham, NH **2004-2008**
Bachelor's Degree in Child and Family Studies
Minors in Social Work and Adolescent Development
Institutional Honors: Cum Laude

EMPLOYEE EXPERIENCE

Nathan Brody IOP at Horizons Counseling Center- Part-time Substance Abuse Counselor May 2015-present

Riverbend Community Mental Health - Franklin, NH- Adult Case Manager **October 2011-present**
Support clients in multiple settings including in the community and in the home as Functional Support Provider
Exposed to a wide variety of severe and persistent mental illnesses
Ability to write creative, articulate treatment plans, updates for clinical databases, and eligibilities for SPMI clients
Educated in accessing community support for low-income households, including Medicaid and Social Security
Trained in lethality assessment, antipsychotic medications, and dual diagnoses; certified IMR trainer
Supervisor: Sarah Gagnon 603-934-3400

Community Services Council of NH- Pembroke, NH- Direct Support Professional **June 2010- August 2011**
Ability to stay calm during crisis situations
Certified to intervene in crisis with very challenging behavior
Observe, record, and report behavior and work as a team to keep clients and staff safe
Supervisor: Mary Acevedo 603-721-9279

Granite Bay Connections- Manchester, NH- Direct Support Professional **May 2008- February 2010**
Employee of the month for August 2008
Several awards of appreciation and excellence in paperwork
Assist disabled individuals with every aspect of life- hygiene, nutrition, rest, social skills, etc...
Certified to administer medication and intervene in crisis; educated in client rights and empowerment
Supervisor: Michael Gagnon 603-512-1668

HORIZONS COUNSELING CENTER

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqui Abikoff	Executive Director	$70,000.00	12%	$8,400.00 (with $3,500.00 for direct clinical services provided under the contract)
Lynne Towle	Assistant Director	$48,400.00	25%	$12,100.00 (with $7,260.00 for direct clinical services provided under the contract)

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #99) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $700,786.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Add Exhibit B-2 Medication Assisted Treatment Fee Schedule

Contractor Initials: _____
Date: 5/13/15

9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

10. Add Exhibit C-1, Revisions To General Provisions.

11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

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

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

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Horizons Counseling Center, Inc.

5/13/2015
Date

NAME Jacqueline Maikoff
TITLE Executive Director

Acknowledgement:
State of NH, County of Belknap on 5/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary: ALEXANDRA MacDONALD
Notary Public - New Hampshire
My Commission Expires February 2, 2016

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

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: _____
Date: 5/13/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

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Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.
X	***Medication Assisted Treatment with Buprenorphine – Phase I*** The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following: • The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing. • The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.
X	***Medication Assisted Treatment with Buprenorphine – Phase II*** The Contractor will Implement the Phase 1 work plan upon DHHS approval, which includes the administration of the physician service and medication to clients. The Contractor will bill for staff time (only for continued planning of the service delivery), physicians visits, and medication as described in Exhibit B, during Phase 2. Medication Assisted Treatment Services provided in Phase 2 are subject to all contract provisions described in this Agreement.

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C. ***Required Provisions for Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level

1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and

c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.

2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,

upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

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Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the

work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact

with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $132,058.00 as follows:

- 61% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 16% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 23% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $3,390.00
X	Medication Assisted Treatment Services: Physician Visits and Medication	According to Exhibit B-2 Medication Assisted Treatment Services Fee Table	Up to $33,880.00

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* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.

ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B-2
Medication Assisted Treatment Services
Fee Schedule
Effective July 1, 2015

Service	Rate
Physician Services	
99201: New patient office or other outpatient visit, typically 10 minutes	$ 20.16
99202: New patient office or other outpatient visit, typically 20 minutes	$ 33.60
99203: New patient office or other outpatient visit, typically 30 minutes	$ 42.56
99204: New patient office or other outpatient visit, typically 45 minutes	$ 63.84
99205: New patient office or other outpatient visit, typically 60 minutes	$ 80.64
99211: Office or other outpatient visit for the evaluation and management of an established patient, that may not require the presence of a physician or other qualified health care professional. usually, the presenting problem(s) are minimal. Typically, 5 minutes are spent performing or supervising these services.	$ 15.43
99212: Established patient office or other outpatient visit, typically 10 minutes	$ 31.10
99213: Established patient office or other outpatient visit, typically 15 minutes	$ 42.72
99214: Established patient office or other outpatient, visit typically 25 minutes	$ 65.79
99215: Established patient office or other outpatient, visit typically 40 minutes	$ 75.04
Medication	
Suboxone 2mg-0.5mg film	$ 3.96
Suboxone 4mg-1mg film	$ 7.10
Suboxone 8mg-2mg film	$ 7.10
Suboxone 12mg-3mg film	$ 14.19
Bunavail 2.1-0.3mg film	$ 7.10
Bunavail 4.2-0.7mg film	$ 7.10
Bunavail 6.3-1mg film	$ 14.19
buprenorphine 2mg SL tab	$ 1.64
buprenorphine 8mg SL tab	$ 3.06
buprenorphine/naloxone (generic for Suboxone) 2-0.5mg SL tab	$ 4.09
buprenorphine/naloxone (generic for Suboxone) 8-2mg SL tab	$ 7.34
Zubsolv 1.4-0.36mg tab	$ 3.54
Zubsolv 5.7-1.4mg tab	$ 7.09
Zubsolv 8.6-1mg tab	$ 10.64

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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

Contractor Initials: _____
Date: 6/13/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
25 Country Club Rd. Suite 705, Gilford, NH 03249
25 Country Club Rd Suite 607, Gilford, NH 03249
258 Highland St. Suite 13, Plymouth, NH 03264

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

Contractor Name: Horizons Counseling Center, Inc.

6/13/15
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Horizons Counseling Center, Inc.

5/13/15
Date

Jacqueline Abtkoff
Name: Jacqueline Abtkoff
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Horizons Counseling Center, Inc.

5/13/15
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Horizons Counseling Center, Inc

5/13/15
Date

Jacqueline Abikoff
Name: Jacqueline Abikoff
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Horizons Counseling Center, Inc.

5/13/15
Date

Jacqueline Aloikoff
Name: Jacqueline Aloikoff
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Services	Horizons Counseling Center, Inc.
The State	Name of the Contractor
Kathleen A Dunn	Jacqueline Abikoff
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Jacqueline Abikoff
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/27/15	5/13/2015
Date	Date

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of __Horizons Counseling Center, Inc._____.
(Agency Name)

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

the Agency duly held on ___April 8, 2015___:
(Date)

RESOLVED: That the ___Executive Director_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _14th_ day of _May_____, 2015___.
(Date Contract Signed)

4. __Jacqueline Abikoff_____ is the duly elected __Executive Director_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David Parisi
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ___Belknap_____

The forgoing instrument was acknowledged before me this 14th day of May, 2015.

By David Parisi.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: ALEXANDRA MacDONALD
Notary Public - New Hampshire
My Commission Expires February 2, 2016

HORIZONS COUNSELING CENTER

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jacqui Abikoff	Executive Director	$70,000.00	10%	$7,000.00 (with $3,500.00 for direct clinical services provided under the contract)
Lynne Towle	Assistant Director	$48,400.00	25%	$12,100.00 (with $7,260.00 for direct clinical services provided under the contract)

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

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford, NH 03249.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 99) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the current contract by one year.

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

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $568,728
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: DP
Date: 5/21/14

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

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

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director.

Horizons Counseling Center, Inc.

5/21/2014
Date

NAME
TITLE ~~VP Pres~~ David Parisi
President

Acknowledgement:
State of NH, County of Belknap on May 21, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

KIRSTIN DICKSON, Notary Public
My Commission Expires October 6, 2015

Contractor Initials: DP
Date: 5/21/14

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

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Contractor Initials: DP
Date: 5/21/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: DP
Date: 5/21/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

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

Funding for this Agreement is funded by various sources as a percentage of the total amount of $189,576 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

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	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

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

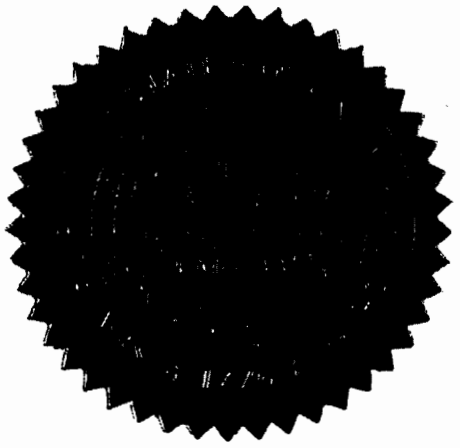
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of __Horizons Counseling Center, Inc._____.
(Agency Name)

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

the Agency duly held on _February 12, 2014____:
(Date)

RESOLVED: That the _President_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _21st__ day of _May_____, 2014_.
(Date Contract Signed)

4. ____David Parisi_____ is the duly elected ___President_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Rosanne Sheridan
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 21 day of May, 2014

By Rosanne Sheridan
(Name of Elected Officer of the Agency)

Lauren E. Cilley
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: LAUREN E. CILLEY Notary Public - New Hampshire My Commission Expires May 9, 2017

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

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Horizons Counseling Center, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 25 Country Club Road, Suite 705, Gilford NH 03249.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

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

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

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 379,152.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $189,576.00"

4) **Add** Exhibit B-1 and B-2

Exhibit B-1

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

Bidder/Program Name: Horizons Counseling Center Intensive Outpatient Program

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 32,000.00	$ -	$ 32,000.00	$ 13,100.00	$ -	$ 13,100.00	$ 18,900.00	$ -	$ 18,900.00
2. Employee Benefits	$ 10,240.00	$ -	$ 10,240.00	$ 4,187.00	$ -	$ 4,187.00	$ 6,053.00	$ -	$ 6,053.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 42,240.00	$ -	$ 42,240.00	$ 17,287.00	$ -	$ 17,287.00	$ 24,953.00	$ -	$ 24,953.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-2

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

Bidder/Program Name: Horizons Counseling Center Outpatient Program

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 157,550.00	$ -	$ 157,550.00	$ 32,854.00	$ -	$ 32,854.00	$ 124,696.00	$ -	$ 124,696.00
2. Employee Benefits	$ 50,416.00	$ -	$ 50,416.00	$ 10,489.00	$ -	$ 10,489.00	$ 39,927.00	$ -	$ 39,927.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 207,966.00	$ -	$ 207,966.00	$ 43,343.00	$ -	$ 43,343.00	$ 164,623.00	$ -	$ 164,623.00

Indirect As A Percent of Direct 0.0%

Contractor Initials _____

Date 5/15/2013

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

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

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Horizons Counseling Center, Inc.

May 15, 2013
Date

Name: Jacqueline Abikoff
Title: Executive Director

Acknowledgement:
State of NH, County of Belknap on 5/15/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Store Supervisor
Name and Title of Notary or Justice of the Peace

CYNTHIA K AUDIA
Notary Public, New Hampshire
My Commission Expires Oct 6, 2015

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

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

WITH SEAL

CERTIFICATE OF VOTE

I, __Rosanne Sheridan_____, of _Horizons Counseling Center, Inc._____, do hereby certify that:

1. I am the duly elected __Treasurer_____ of the __Horizons Counseling Center, Inc._____;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on _November 9,_____, 2011____;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the _Executive Director_____ is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. ____Jacqueline Abikoff _____ is the duly elected ___Executive Director_____ of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of ____May 15,_____, 2013_____.

IN WITNESS WHEREOF, I have hereunto set my hand as the ___Treasurer_____ of the corporation this _15th___ day of ____May_____, 2013_____.

Rosanne Sheridan

(CORPORATE SEAL)

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

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

May 25, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 99

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Horizons Counseling Center, Inc. (Vendor #156808 B001), 25 Country Club Road, Suite 705, Gilford, NH 03249, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $189,576.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$87,195.00
			Subtotal	$87,195.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$42,532.00
			Subtotal	$42,532.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$59,849.00
			Subtotal	$59,849.00
			Total	$189,576.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Gilford, Laconia and Plymouth areas.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Horizons Counseling Center, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $189,576.00. This agreement represents level funding.

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

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Gilford, Laconia and Plymouth areas.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name		CFS	Con Hosp.	Fam 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,286	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$241,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,314	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,813	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec	Family Services	
5	Alan West,Ph.D	Psychologist/VA	TX/Co-occiuring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Horizons Counseling Center, Inc.		**1.4 Contractor Address** 25 Country Club Road, Suite 705, Gilford, NH 03249	
1.5 Contractor Phone Number 603-524-8005	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $189,576.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Jacqueline Abikoff		**1.12 Name and Title of Contractor Signatory** Jacqueline Abikoff Executive Director	

1.13 Acknowledgement: State of NH, County of Belknap

On 5/23/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of ~~Notary Public or~~ Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

MINDY J. COPPOLA, Notary Public
My Commission Expires September 19, 2012

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 6 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

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

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

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

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

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

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

Contractor Initials: JB
Date: 5/25/12

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MA
Date: 5/23/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

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

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials: [signature]
Date: 5/23/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Horizons Counseling Center, Inc.

ADDRESS: 25 Country Club Road, Suite 705

EXECUTIVE DIRECTOR: Jacqui Abikoff
TELEPHONE: 603-524-8005

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient	2.19		68	$164,623.00
Intensive Outpatient	0.33		7	$24,953.00
Group – Recovery Support Services *			38	0

- Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

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

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of

	(average cost)	service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.

2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Horizon's Counseling Center

ADDRESS: 25 Country Club Road, Suite 705, Gilford, NH 03249

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Jacqui Abikoff
TELEPHONE: 603-524-8005

Vendor #156808-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

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

$ 59,849.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 42,532.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 87,195.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $189,576.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied

exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

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

The remainder of this page is intentionally left blank.

SPECIAL PROVISIONS

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

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

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

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

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance Gilford, New Hampshire

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

Horizons Counseling Center, Inc. **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013
Contractor Name **Period Covered by this Certification**

Jacqueline Abikoff, Executive Director
Name and Title of Authorized Contractor Representative

Jacqueline Abikoff 5/23/12
Contractor Representative Signature **Date**

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Jacqueline Alukoff — Executive Director
Contractor Signature — Contractor's Representative Title

Horizons Counseling Center, Inc. — 5/23/12
Contractor Name — Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Jacqueline Alukoff — Executive Director

Contractor Signature — Contractor's Representative Title

Horizons Counseling Center, Inc — 5/23/12

Contractor Name — Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Jacqueline Mikoff — Executive Director

Contractor Signature — **Contractor's Representative Title**

Horizons Counseling Center, Inc — 5/23/12

Contractor Name — **Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Jacqueline Ukkola
Contractor Signature

Executive Director
Contractor's Representative Title

Horizons Counseling Center, Inc

5/23/12
Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Health & Human Services	Horizons Counseling Center, Inc
The State Agency Name	Name of Contractor
Nancy L. Rollins	Jacqueline Ahikoff
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Jacqueline Ahikoff
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/2012
Date	Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

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

Jacqueline Abikoff — Jacqueline Abikoff, Executive Director
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Horizons Counseling Center, Inc — 5/23/12
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 19387905

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

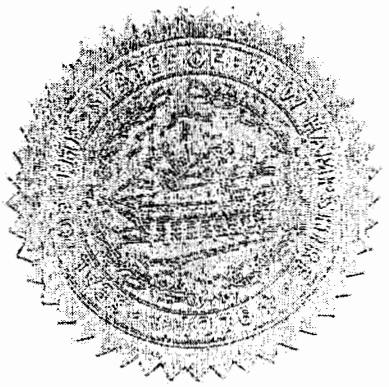
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HORIZONS COUNSELING CENTER, INC. is a New Hampshire nonprofit corporation formed March 2, 1990. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2012

William M. Gardner
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, __David Parisi_____, of _Horizons Counseling Center, Inc._____, do hereby certify that:

1. I am the duly elected __President_____ of the __Horizons Counseling Center, Inc._____;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on _November 9,_____, 2011____;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the _Executive Director____ _____ is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. ____Jacqueline Abikoff _____ is the duly elected ___Executive Director_____ of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of ____May 23,_____, 2012_____.

IN WITNESS WHEREOF, I have hereunto set my hand as the ___President_____ of the corporation this _23rd___ day of ____May_____, 2012_____.

(CORPORATE SEAL)

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #104) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $3,942,096.50.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: ET
Date: 7/22/2015

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

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

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

7/22/2015
Date

NAME Elin Treacy
TITLE CFO

Acknowledgement:
State of New Hampshire County of Hillsborough on 7/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Diane L. Boulay
Name and Title of Notary or ~~Justice of the Peace~~

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG. 14, 2018
NOTARY PUBLIC NEW HAMPSHIRE

Contractor Initials: ET
Date: 7/22/2015

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

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yeole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials ET
Date 7/22/14

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $560,299.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the

Contractor Initials CT
Date 7/22/15

program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

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

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.

- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,

Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

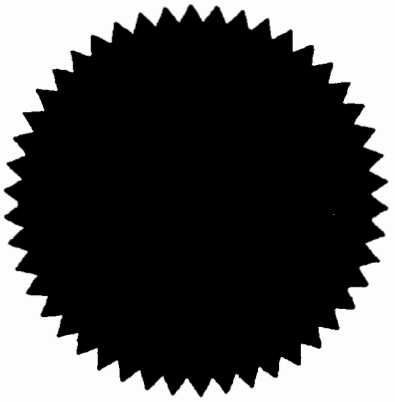
G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 8, 2015:
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of July, 2015.
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of July, 2015,

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

Diane L Boulay
(Notary Public/~~Justice of the Peace~~)

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG. 14, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 8/14/18

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2015

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	23850
INSURED Manchester Alcohol Rehabilitation Center Inc. dba The Farnum Center 555 Auburn Street Manchester, NH 03103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1220846	09/01/2014	09/01/2015	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] Professional Liab						PERSONAL & ADV INJURY	$1,000,000
	[ ]						GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			PHPK1220846	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
A	[X] UMBRELLA LIAB [X] OCCUR			PHUB471553	09/01/2014	09/01/2015	EACH OCCURRENCE	$15,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$15,000,000
	[ ] DED [X] RETENTION $ $10K							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Computer Equip			PHPK1220846	09/01/2014	09/01/2015	$3,619,050 Ded: $500 Special Form Incl Theft	

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

Supplemental Names: Easter Seals NY, Inc., Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,- The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the

(See Attached Descriptions)

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

LLJCA

DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2015

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

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

PRODUCER 1-617-723-7775 Hays Companies of New England 133 Federal Street 2nd Floor Boston, MA 02110	CONTACT NAME: John Paul Foley PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jfoley@hayscompanies.com
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103-4803	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: UNITED STATES FIRE INS CO — 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 44066940** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			406-719683 1	01/01/15	01/01/16	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Insured includes Manchester Alcoholism Rehabilitation Inc., dba Farnum Center

CERTIFICATE HOLDER

Department of Health and Human Services

129 Pleasant Street

Concord, NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mission:

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

BAKER | NEWMAN | NOYES

Certified Public Accountants

Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and
Other Financial Information

Years Ended August 31, 2014 and 2013
With Independent Auditors' Report

INTEGRITY • SERVICE • SOLUTIONS

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2014 and 2013

CONTENTS

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes
Limited Liability Company

Manchester, New Hampshire
December 5, 2014

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2014 and 2013

	2014	2013
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,757,134	$ 3,042,621
Accounts receivable from affiliates	341,653	247,471
Program and other accounts receivable, less contractual allowance of $218,900 in 2014 and $210,300 in 2013, and allowance for doubtful accounts of $440,800 in 2014 and $930,400 in 2013	10,122,747	11,224,708
Contributions receivable, less allowance for doubtful accounts of $45,400 in 2014 and $25,500 in 2013	705,374	686,110
Current portion of assets limited as to use	300,046	541,961
Prepaid expenses and other current assets	678,326	783,844
Total current assets	14,905,280	16,526,715
Assets limited as to use, net of current portion	986,277	4,558,513
Fixed assets, net	25,094,383	28,066,884
Property held for sale	1,289,894	822,504
Bond issuance costs, net	235,113	244,751
Investments, at fair value	13,833,046	14,264,341
Beneficial interest in trusts held by others and other assets	1,550,919	6,830,800
	$57,894,912	$71,314,508
LIABILITIES AND NET ASSETS		
Current liabilities:		
Lines of credit	$ 2,197,904	$ 4,212,394
Accounts payable	1,907,743	1,812,128
Accrued expenses	4,251,482	4,143,454
Current portion of deferred revenue	858,258	839,567
Current portion of interest rate swap agreements	615,570	708,132
Current portion of long-term debt	4,228,339	796,290
Total current liabilities	14,059,296	12,511,965
Deferred revenue, net of current portion	999,167	4,218,053
Other liabilities	987,185	1,367,458
Interest rate swap agreements, less current portion	2,714,243	2,050,214
Long-term debt, less current portion	18,976,300	25,318,667
Total liabilities	37,736,191	45,466,357
Net assets:		
Unrestricted	14,189,337	14,767,708
Temporarily restricted	944,862	925,437
Permanently restricted	5,024,522	10,155,006
Total net assets	20,158,721	25,848,151
	$57,894,912	$71,314,508

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions	$ 744,262	$ 542,179	$ 13,813	$ 1,300,254
Special events, net of related direct costs of $819,901	1,059,080	756,895	–	1,815,975
Annual campaigns, net of related direct costs of $67,889	468,261	33,589	–	501,850
Bequests	448,558	–	–	448,558
Net assets released from restrictions	1,356,595	(1,356,595)	–	–
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	–	–	67,725,297
Other fees and grants	25,094,296	–	–	25,094,296
Sales to public	4,270,196	–	–	4,270,196
Dividend and interest income	742,337	3,613	–	745,950
Rental income	65,204	–	–	65,204
Other	459,188	–	–	459,188
Total revenue	98,356,518	3,613	–	98,360,131
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	–	–	515,992
Professional education	29,065	–	–	29,065
Direct services	89,987,134	–	–	89,987,134
Total program services	90,532,191	–	–	90,532,191
Supporting services:				
Management and general	9,419,570	–	–	9,419,570
Fundraising	2,006,939	–	–	2,006,939
Total supporting services	11,426,509	–	–	11,426,509
Total functional expenses	101,958,700	–	–	101,958,700
Support of National programs	122,586	–	–	122,586
Total operating expenses	102,081,286	–	–	102,081,286
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ (594,854)	$ –	$ –	$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	–	1,534,950
Increase in fair value of beneficial interest in trusts held by others	–	–	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	–	–	14,352
Other nonoperating losses	(249,092)	–	–	(249,092)
	667,370	37,986	574,970	1,280,326
Increase in net assets before effects of deconsolidation of affiliate	1,019,358	17,667	588,783	1,625,808
Deconsolidation of affiliate – see note 12	(121,612)	(200)	(5,719,267)	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	897,746	17,467	(5,130,484)	(4,215,271)
Loss from discontinued operations – see note 13	(1,476,117)	1,958	–	(1,474,159)
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	14,767,708	925,437	10,155,006	25,848,151
Net assets at end of year	$ 14,189,337	$ 944,862	$ 5,024,522	$ 20,158,721

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions	$ 861,583	$ 1,622,346	$ 13,648	$ 2,497,577
Special events, net of related direct costs of $307,832	857,369	131,154	–	988,523
Annual campaigns, net of related direct costs of $80,637	391,930	51,304	–	443,234
Bequests	369,823	–	–	369,823
Net assets released from restrictions	1,497,063	(1,497,063)	–	–
Total public support	3,977,768	307,741	13,648	4,299,157
Revenue:				
Fees and grants from governmental agencies	63,628,203	–	–	63,628,203
Other fees and grants	24,013,223	–	–	24,013,223
Sales to public	4,019,558	–	–	4,019,558
Dividend and interest income	681,151	1,141	–	682,292
Rental income	144,771	–	–	144,771
Other	679,263	–	–	679,263
Total revenue	93,166,169	1,141	–	93,167,310
Total public support and revenue	97,143,937	308,882	13,648	97,466,467
Operating expenses:				
Program services:				
Public health education	609,102	–	–	609,102
Professional education	41,275	–	–	41,275
Direct services	84,342,495	–	–	84,342,495
Total program services	84,992,872	–	–	84,992,872
Supporting services:				
Management and general	9,403,893	–	–	9,403,893
Fundraising	1,755,299	–	–	1,755,299
Total supporting services	11,159,192	–	–	11,159,192
Total functional expenses	96,152,064	–	–	96,152,064
Support of National programs	121,780	–	–	121,780
Total operating expenses	96,273,844	–	–	96,273,844
Increase in net assets from operations	870,093	308,882	13,648	1,192,623

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

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

Year Ended August 31, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 2,377,632	$ –	$ –	$ 2,377,632
Net unrealized and realized gains on investments	789,496	24,173	–	813,669
Increase in fair value of beneficial interest in trusts held by others	–	–	239,436	239,436
Other nonoperating losses	(107,120)	–	–	(107,120)
Gain on sales and disposals of property, plant and equipment	7,392	–	–	7,392
	3,067,400	24,173	239,436	3,331,009
Increase in net assets before effects of discontinued operations	3,937,493	333,055	253,084	4,523,632
Loss from discontinued operations	(1,107,544)	(6,368)	–	(1,113,912)
Total increase in net assets	2,829,949	326,687	253,084	3,409,720
Net assets at beginning of year	11,937,759	598,750	9,901,922	22,438,431
Net assets at end of year	$14,767,708	$ 925,437	$10,155,006	$25,848,151

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	Program Services[1]				Supporting Services[1]			Total Program[1] and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2014	2013
Salaries and related expenses	$377,333	$ –	$68,675,876	$69,053,209	$6,215,011	$1,585,198	$ 7,800,209	$ 76,853,418	$71,803,968
Professional fees	20,447	–	7,603,267	7,623,714	1,739,786	144,242	1,884,028	9,507,742	9,220,138
Supplies	5,348	–	2,573,547	2,578,895	70,007	29,342	99,349	2,678,244	2,701,644
Telephone	2,103	–	546,513	548,616	306,174	12,483	318,657	867,273	842,598
Postage and shipping	5,776	–	60,188	65,964	37,433	9,607	47,040	113,004	114,771
Occupancy	13,740	–	3,567,064	3,580,804	382,641	116,960	499,601	4,080,405	3,818,455
Outside printing, artwork and media	44,572	–	45,428	90,000	6,951	30,076	37,027	127,027	129,997
Travel	5,695	–	2,515,521	2,521,216	47,958	25,749	73,707	2,594,923	2,603,224
Conventions and meetings	36,240	29,065	208,482	273,787	57,207	39,580	96,787	370,574	391,528
Specific assistance to individuals	(1)	–	1,232,641	1,232,640	12,820	–	12,820	1,245,460	956,791
Dues and subscriptions	–	–	23,206	23,206	14,917	2,716	17,633	40,839	49,217
Minor equipment purchases and equipment rental	537	–	256,918	257,455	106,538	5,663	112,201	369,656	426,239
Ads, fees and miscellaneous	4,075	–	30,638	34,713	5,316	3,747	9,063	43,776	99,624
Interest	–	–	934,985	934,985	241,231	–	241,231	1,176,216	1,093,656
Facility tax assessment	–	–	182,791	182,791	–	–	–	182,791	311,041
Depreciation and amortization	127	–	1,530,069	1,530,196	175,580	1,576	177,156	1,707,352	1,589,173
	$515,992	$29,065	$89,987,134	$90,532,191	$9,419,570	$2,006,939	$11,426,509	$ 101,958,700	$96,152,064
	0.51%	0.03%	88.26%	88.80%	9.24%	1.96%	11.20%	100.00%	100.00%

[1] Excludes expenses related to deconsolidated affiliate and discontinued operations – see notes 12 and 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	Program Services[1]				Supporting Services[1]			Total Program[1] and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2013
Salaries and related expenses	$432,105	$ –	$64,016,840	$64,448,945	$6,141,709	$1,213,314	$ 7,355,023	$71,803,968
Professional fees	24,682	–	7,352,186	7,376,868	1,605,708	237,562	1,843,270	9,220,138
Supplies	19,447	–	2,580,451	2,599,898	69,601	32,145	101,746	2,701,644
Telephone	3,233	–	525,614	528,847	301,010	12,741	313,751	842,598
Postage and shipping	4,968	–	52,626	57,594	49,897	7,280	57,177	114,771
Occupancy	18,838	–	3,194,945	3,213,783	495,234	109,438	604,672	3,818,455
Outside printing, artwork and media	30,470	–	46,206	76,676	9,565	43,756	53,321	129,997
Travel	13,155	–	2,521,678	2,534,833	35,696	32,695	68,391	2,603,224
Conventions and meetings	45,984	41,275	208,479	295,738	45,752	50,038	95,790	391,528
Specific assistance to individuals	–	–	944,796	944,796	11,995	–	11,995	956,791
Dues and subscriptions	1,318	–	21,710	23,028	16,128	10,061	26,189	49,217
Minor equipment purchases and equipment rental	4,592	–	266,270	270,862	152,783	2,594	155,377	426,239
Ads, fees and miscellaneous	10,104	–	73,694	83,798	13,423	2,403	15,826	99,624
Interest	–	–	856,315	856,315	237,341	–	237,341	1,093,656
Facility tax assessment	–	–	311,041	311,041	–	–	–	311,041
Depreciation and amortization	206	–	1,369,644	1,369,850	218,051	1,272	219,323	1,589,173
	$609,102	$41,275	$84,342,495	$84,992,872	$9,403,893	$1,755,299	$11,159,192	$96,152,064
	0.63%	0.04%	87.72%	88.39%	9.78%	1.83%	11.61%	100.00%

[1] Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2014 and 2013

	2014	2013
Cash flows from operating activities:		
(Decrease) increase in net assets	$ (5,689,430)	$ 3,409,720
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	1,771,703	1,807,843
Bad debt provision	265,007	774,569
Increase in fair value of beneficial interest in trusts held by others	(574,970)	(239,436)
Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses	125,346	(283,942)
Change in fair value of interest rate swaps	594,855	(2,377,632)
Net unrealized and realized gains on investments	(1,534,950)	(813,669)
Deconsolidation of affiliate – see note 12	5,841,079	–
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(94,182)	194,509
Program and other accounts receivable	818,382	(2,677,707)
Contributions receivable	(20,090)	(194,381)
Prepaid expenses and other current assets	102,454	520,329
Other assets	81,516	(4,483)
Accounts payable and accrued expenses	304,390	(1,037,545)
Rate reserve	–	(435,008)
Deferred revenue	(61,478)	(478,150)
Other liabilities	(380,273)	198,799
Net cash provided (used) by operating activities	1,549,359	(1,636,184)
Cash flows from investing activities:		
Purchases of property, plant and equipment	(1,244,361)	(4,859,057)
Proceeds from sale of property, plant and equipment and property held for sale	15,225	531,189
Cash provided for deconsolidation of affiliate	(21,440)	–
(Increase) decrease in investments, net	1,709,413	(444,915)
Change in assets limited as to use	265,625	375,304
Net cash provided (used) by investing activities	724,462	(4,397,479)
Cash flows from financing activities:		
Repayment of long-term debt	(825,393)	(750,199)
Issuance of long-term debt	280,575	3,194,506
Repayments on lines of credit	(53,526,692)	(27,372,936)
Borrowings on lines of credit	51,512,202	29,602,726
Net cash (used) provided by financing activities	(2,559,308)	4,674,097
Decrease in cash and cash equivalents	(285,487)	(1,359,566)
Cash and cash equivalents, beginning of year	3,042,621	4,402,187
Cash and cash equivalents, end of year	$ 2,757,134	$ 3,042,621

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2014 and 2013

	2014	2013
Supplemental disclosure of cash flow information:		
Interest paid	$ 1,201,000	$ 1,119,000

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of $607,088 and $16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

1. Corporate Organization and Purpose

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

On May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

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

2. Summary of Significant Accounting Policies

Principles of Consolidation

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

2. **Summary of Significant Accounting Policies (Continued)**

Cash and Cash Equivalents

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

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately $2,483,000 and $2,432,000, respectively, of cash and cash equivalents, and approximately $2,512,000 and $2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

Assets Limited as to Use and Investments

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

Beneficial Interest in Trusts

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

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets.

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

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

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of $139,698, which is recorded in other nonoperating losses.

2. **Summary of Significant Accounting Policies (Continued)**

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

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

2015	$ 33,130
2016	33,130
2017	33,130
2018	33,130
2019	33,130
Thereafter	66,263
	$231,913

Amortization expense recognized for the patient list in 2014 and 2013 totaled $33,130.

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

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2014 and 2013.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was $9,638.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately $7,654 in 2014 and $1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

2. **Summary of Significant Accounting Policies (Continued)**

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately $136,000 and $138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

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

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2014 and 2013 totaled $265,007 and $774,569, respectively.

Unconditional contributions are recognized when pledged.

Advertising

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

Functional Allocation of Expenses

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

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $6,802,000 and $7,373,000 for the years ended August 31, 2014 and 2013, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

2. Summary of Significant Accounting Policies (Continued)

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

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Derivatives and Hedging Activities

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

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of $3,329,813 and $2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of $571,467 ($23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of $2,377,632 for the year ending August 31, 2013 related to swap agreements.

Increase in Net Assets from Operations

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

2. Summary of Significant Accounting Policies (Continued)

Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 5, 2014, the date these consolidated financial statements were available to be issued.

3. Classification of Net Assets

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

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

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

3. **Classification of Net Assets (Continued)**

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
2014			
Camping program	$ 3,072	$ 364,869	$ 367,941
Other programs	33,332	353,019	386,351
Operations	–	3,613,207	3,613,207
Total endowment net assets	$36,404	$4,331,095	$4,367,499
2013			
Camping program	$ 1,918	$ 363,869	$ 365,787
Other programs	18,913	340,203	359,116
Operations	–	3,613,207	3,613,207
Total endowment net assets	$20,831	$4,317,279	$4,338,110

Changes in Endowment Net Assets

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

	Temporarily Restricted	Permanently Restricted	Total
Net endowment assets, August 31, 2012	$ 16,043	$4,303,631	$4,319,674
Investment return:			
Investment income, net of fees	18,777	–	18,777
Net appreciation (realized and unrealized)	563,208	–	563,208
Contributions	–	13,648	13,648
Appropriated for expenditure	(577,197)	–	(577,197)
Net endowment assets, August 31, 2013	20,831	4,317,279	4,338,110
Investment return:			
Investment income, net of fees	22,617	–	22,617
Net appreciation (realized and unrealized)	970,963	–	970,963
Contributions	–	13,816	13,816
Appropriated for expenditure	(978,007)	–	(978,007)
Net endowment assets, August 31, 2014	$ 36,404	$4,331,095	$4,367,499

3. **Classification of Net Assets (Continued)**

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2014 and 2013 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted (See Note 11)	Total Non-Endowment Net Assets
2014				
Seniors program	$ –	$ 23,866	$ –	$ 23,866
Veterans program	263,880	9,702	–	273,582
India initiative	104,600	668,198	–	772,798
Other programs	–	174,192	–	174,192
Operations	13,820,857	32,500	693,427	14,546,784
Total non-endowment net assets	$14,189,337	$908,458	$ 693,427	$15,791,222
2013				
Seniors program	$ 88,902	$ 11,729	$ –	$ 100,631
Veterans program	–	517,035	–	517,035
India initiative	--	57,881	–	57,881
Other programs	–	285,461	–	285,461
Operations	14,678,806	32,500	5,837,727	20,549,033
Total non-endowment net assets	$14,767,708	$904,606	$5,837,727	$21,510,041

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2014 or 2013.

Investment and Spending Policies

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

3. Classification of Net Assets (Continued)

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

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

4. Leases

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $2,420,000 and $2,168,000 for the years ended August 31, 2014 and 2013, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2015	$2,018,870
2016	1,486,328
2017	1,044,716
2018	385,129
2019	221,698
Thereafter	31,240

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately $65,000 and $144,000, respectively.

5. Fixed Assets

Fixed assets consist of the following at August 31:

	2014	2013
Buildings	$ 27,225,674	$ 33,015,085
Land and land improvements	2,696,051	3,494,009
Leasehold improvements	997,631	952,100
Office equipment and furniture	9,679,631	9,917,122
Vehicles	3,250,383	3,225,015
Construction in progress	296,043	216,678
	44,145,413	50,820,009
Less accumulated depreciation and amortization	(19,051,030)	(22,753,125)
	$ 25,094,383	$ 28,066,884

Depreciation and amortization expense related to fixed assets totaled $1,728,935 and $1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled $64,351 and $218,670, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately $1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for $1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2014 and 2013.

6. Investments and Assets Limited as to Use

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

	2014	2013
Cash and cash equivalents	$ 523,616	$ 3,513,266
Certificates of deposit	–	554,282
Marketable equity securities	1,883,153	2,770,110
Mutual funds	11,634,793	10,992,033
Corporate and foreign bonds	711,063	903,497
Government and agency securities	366,744	631,627
	15,119,369	19,364,815
Less: assets limited as to use	(1,286,323)	(5,100,474)
Total investments, at fair value	$13,833,046	$14,264,341

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

The composition of assets limited as to use at August 31, 2014 and 2013 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	2014	2013
Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures:		
Cash and cash equivalents	$ --	$2,310,566
Certificates of deposit	--	554,282
Mutual funds	--	428,148
Marketable equity securities	--	151,573
	-	3,444,569
Under a deferred compensation plan (see note 7):		
Investments	986,277	1,367,127
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	300,046	288,778
Total assets limited as to use	$1,286,323	$5,100,474

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

	2014	2013
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	$ 742,337	$ 681,151
Net unrealized gains	668,363	231,743
Net realized gains	828,601	557,753
	2,239,301	1,470,647
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	3,613	1,141
Net unrealized gains	20,109	7,631
Net realized gains	17,877	16,542
	41,599	25,314
	$2,280,900	$1,495,961

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $673,000 and $474,000 for the years ended August 31, 2014 and 2013, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $128,000 and $130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were $986,277 and $1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	2014	2013
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from $400,000 to $1,060,000 with a final payment of $1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	$14,275,000	$14,660,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from $10,050 to $21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)	4,929,360	5,052,360
Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of $9,500 plus interest payable monthly, with a final payment of $2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).	–	2,470,000

8. **Borrowings (Continued)**

	2014	2013
Non-revolving note payable to a bank with a total availability of $3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of $3,888,720 at August 31, 2014	$ 3,482,580	$ 3,500,000
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $985 payable monthly through April 2018, secured by vehicles	41,386	52,008
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $525 payable monthly through September 2018, secured by vehicles	24,449	–
Note payable to a bank with a fixed rate of 3.66%, principal and interest of $3,177 payable monthly, due August 2015, secured by vehicles	37,353	73,357
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of $10,311 payable monthly, due April 2016	197,002	307,232
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $2,923 payable monthly through September 2018, secured by vehicles	136,074	–
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $546 payable monthly through January 2019, secured by vehicles	27,394	–
Note payable to a bank with a fixed rate of 2.50%, principal and interest of $195 payable monthly through March 2019, secured by vehicles	10,137	–
Note payable to a bank with a fixed rate of 2.24%, principal and interest of $608 payable monthly through July 2019, secured by vehicles	33,925	–
Note payable to a bank with a fixed rate of 2.24%, principal and interest of $166 payable monthly through August 2019, secured by vehicles	9,979	–
	23,204,639	26,114,957
Less current portion	4,228,339	796,290
	$18,976,300	$25,318,667

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

2015	$ 4,228,339
2016	698,294
2017	642,760
2018	669,263
2019	643,064
Thereafter	16,322,919
	$23,204,639

8. **Borrowings (Continued)**

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a $500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 and 2013 were converted to various term notes secured by vehicles, as described above.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are two notes payable of $33,925 and $9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately $456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to $7 million (a portion of which is secured by available letters of credit of $59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH $3.725 million, Easter Seals NY $3 million and Harbor Schools $275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to $3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of $500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were $262,356 and $262,356, respectively, related to Harbor Schools, $1,935,548 and $1,599,505, respectively, related to Easter Seals NY and $0 and $1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to $1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use ($3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of $1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were $924,658 (see deconsolidation of affiliate – note 12).

8. **Borrowings (Continued)**

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled $300,046 and $288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for $14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two $14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately $183,000 and $157,000 in 2014 and 2013, respectively.

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued $5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036.

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of $14,275,000 and $14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of $4,929,360 and $5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

8. Borrowings (Continued)

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of $2,470,000 at August 31, 2013. The original notional amount of $1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled $3,329,813 and $2,758,346 at August 31, 2014 and 2013, respectively, $615,570 and $708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled $674,448 and $692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

9. Donated Services

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

10. Related Party Transactions

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of $334,352 and $247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of $7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were $122,586 and $121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

11. Fair Value of Financial Instruments

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

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

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

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

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

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2014 and 2013.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

11. Fair Value of Financial Instruments (Continued)

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in alternative and other asset funds are derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

Interest Rate Swap Agreements

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

At August 31, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2014				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 523,616	$ –	$ –	$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	–	–	1,238,248
International	644,905	–	–	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	–	–	3,562,348
Intermediate-term bond fund	824,376	–	–	824,376
High yield bond fund	264,363	–	–	264,363
Foreign bond	14,168	–	–	14,168
Government securities	752,030	–	–	752,030
International equities	784,490	–	–	784,490
Domestic, large-cap	1,500,128	–	–	1,500,128
Domestic, mid-cap	147,920	–	–	147,920
Domestic, small-cap	3,480	–	–	3,480
Domestic, Multi Alt	112,233	–	–	112,233
Real estate fund	128,303	–	–	128,303

11. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Mutual funds, closed-ended:				
Domestic, large-cap	$ 2,510,846	$ –	$ –	$ 2,510,846
Domestic, mid-cap	508,556	–	–	508,556
Domestic, small-cap	193,682	–	–	193,682
International equity	326,879	–	–	326,879
Commodity	991	–	–	991
Corporate and foreign bonds	–	711,063	–	711,063
Government and agency securities	366,744	–	–	366,744
	$14,408,306	$ 711,063	$ –	$15,119,369
Beneficial interest in trust held by others:				
Money market funds	$ 16,172	$ –	$ –	$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	–	283,504
Small-cap	–	33,685	–	33,685
International	–	72,307	–	72,307
Emerging markets	46,695	–	–	46,695
Mutual funds:				
Domestic fixed income	–	133,076	–	133,076
International fixed income	30,821	–	–	30,821
Commodity	42,050	–	–	42,050
Real estate investment trust	35,117	–	–	35,117
	$ 396,654	$ 296,773	$ –	$ 693,427
Liabilities:				
Interest rate swap agreements	$ –	$ –	$3,329,813	$ 3,329,813
2013				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 3,513,266	$ –	$ –	$ 3,513,266
Certificates of deposit	–	554,282	–	554,282
Marketable equity securities:				
Large-cap	2,550,313	–	–	2,550,313
International	219,797	–	–	219,797
Mutual funds, open-ended:				
Short-term fixed income	3,304,368	–	–	3,304,368
Intermediate-term bond fund	543,938	–	–	543,938
High yield bond fund	274,582	–	–	274,582
Foreign bond	210,342	–	–	210,342
Government securities	511,971	–	–	511,971
International equities	693,837	–	–	693,837

11. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
Domestic, large-cap	$ 816,851	$ –	$ –	$ 816,851
Domestic, mid-cap	369,532	–	–	369,532
Domestic, small-cap	237,828	–	–	237,828
Real estate fund	3,868	–	–	3,868
Mutual funds, closed-ended:				
Fixed income and bond	427,663	–	–	427,663
Domestic, large-cap	2,002,955	–	–	2,002,955
Domestic, mid-cap	493,556	–	–	493,556
Domestic, small-cap	913,054	–	–	913,054
International equity	173,305	–	–	173,305
Commodity	14,383	–	–	14,383
Corporate and foreign bonds	–	903,497	–	903,497
Government and agency securities	631,627	–	–	631,627
	$17,907,036	$1,457,779	$ –	$19,364,815
Beneficial interest in trust held by others:				
Money market funds	$ 4,555	$ –	$ –	$ 4,555
Marketable equity securities:				
Large-cap	2,544,889	148,594	–	2,693,483
Mid-cap	809,286	45,600	–	854,886
Small-cap	–	33,110	–	33,110
International	319,796	40,369	–	360,165
Emerging markets	118,842	–	–	118,842
Corporate bonds	–	709,131	–	709,131
Foreign bonds	–	6,029	–	6,029
Mutual funds:				
Domestic fixed income	–	654,361	–	654,361
International equity	34,664	–	–	34,664
International fixed income	19,931	–	–	19,931
Domestic large-cap equity	67,476	–	–	67,476
Domestic mid-cap equity	16,984	–	–	16,984
Domestic small-cap equity	20,565	–	–	20,565
Commodity	5,465	–	–	5,465
Government and agency securities	20,202	–	–	20,202
Real estate investment trust	95,123	–	–	95,123
Alternative and structured asset funds	33,921	–	88,834	122,755
	$ 4,111,699	$1,637,194	$ 88,834	$ 5,837,727
Liabilities:				
Interest rate swap agreements	$ –	$ –	$2,758,346	$ 2,758,346

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

	Interest Rate Swaps	Alternative and Other Asset Funds
Beginning balance, August 31, 2012	$(5,135,978)	$ 78,614
Unrealized gains, net	2,377,632	10,220
Ending balance, August 31, 2013	(2,758,346)	88,834
Unrealized loss, net	(594,854)	--
Deconsolidation of affiliate – see note 12	23,387	(88,834)
Ending balance, August 31, 2014	$(3,329,813)	$ --

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were $(594,854) and $2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were $0 and $10,220, respectively.

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

12. Deconsolidation of Related Entity

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of $5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014 and the year ended August 31, 2013.

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

	July 31, 2014 (Unaudited)	August 31, 2013
Assets:		
Cash and cash equivalents	$ 21,440	$ 270,732
Program and other accounts receivable, net	18,572	283,994
Assets limited as to use	3,548,526	3,444,569
Investments, at fair value	256,832	1,699,874
Beneficial interest in trust held by others	5,719,267	5,207,585
Fixed assets	1,879,966	1,919,988
Other assets	24,828	108,708
Total assets	11,469,431	12,935,450
Liabilities and net assets:		
Line of credit	–	(924,658)
Deferred revenue	(3,138,717)	(3,456,204)
Long-term debt	(2,365,500)	(2,470,000)
Other liabilities	(124,135)	(731,465)
Total liabilities	(5,628,352)	(7,582,327)
Total net assets	$ 5,841,079	$ 5,353,123

	11-Month Period Ended July 31, 2014	Year Ended August 31, 2013
Total public support and revenue	$1,027,556	$ 1,298,832
Total operating expenses	(856,861)	(1,048,542)
Other nonoperating expenses, gains and losses	778,724	361,524
Increase in net assets before discontinued operations	$ 949,419	$ 611,814

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2103 were $454,230 and $657,561, respectively.

13. Discontinued Operations

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

- On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

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

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2014 and 2013 are as follows:

	Vermont		Harbor Schools		New York	
	2014	2013	2014	2013	2014	2013
Total assets	$ –	$ –	$878,144	$ 872,744	$ 32,929	$51,896
Total liabilities	–	1,197	648,892	595,053	44,511	9,289
Net assets (deficit):						
Unrestricted	–	(1,197)	180,556	230,951	(11,582)	42,607
Temporarily restricted	–	–	24,870	22,914	–	–
Permanently restricted	–	–	23,826	23,826	–	–

13. Discontinued Operations (Continued)

	Maine		Connecticut		New Hampshire	
	2014	2013	2014	2013	2014	2013
Total assets	$ 825	$ 1,888	$ –	$2,119,068	$800,810	$ –
Total liabilities	–	38	–	2,470,000	31,783	29,592
Net assets (deficit):						
Unrestricted	825	1,850	–	(350,932)	769,027	(29,592)

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

	Vermont		Harbor Schools		New York	
	2014	2013	2014	2013	2014	2013
Total public support and revenue	$ –	$ –	$ 22,127	$ 12,907	$ –	$ 320,825
Operating expenses	–	(20,310)	(70,891)	(329,961)	(192,456)	(628,465)
Other nonoperating expense, gains or losses	–	–	830	(1,469)	–	–
Gain on sale of properties, net	–	–	–	291,788	–	–
Total decrease in net assets	$ –	$ (20,310)	$ (47,934)	$ (26,735)	$ (192,456)	$(307,640)

	Maine		Connecticut		New Hampshire	
	2014	2013	2014	2013	2014	2013
Total public support and revenue	$ 4,667	$ 210,588	$ 57,166	$ 774,143	$ 1,276,909	$ 1,996,997
Operating expenses	(42,262)	(324,009)	(511,596)	(1,431,704)	(2,018,853)	(1,970,004)
Gain (loss) on sale of properties, net	–	325	200	–	–	(15,563)
Total increase (decrease) in net assets	$(37,595)	$(113,096)	$(454,230)	$ (657,561)	$ (741,944)	$ 11,430

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of $276,550.

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the "Lord Abbett Short Duration Income A Fund" as of August 31, 2014.

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current assets:									
Cash and cash equivalents	$ 1,887,115	$ 600	$ 10,132	$ 500	$ -	$ -	$ 858,787	$ -	$ 2,757,134
Accounts receivable from affiliates	6,110,436	911,119	-	-	-	-	334,353	(7,014,255)	341,653
Program and other accounts receivable, net	6,565,059	763,220	164,545	160,355	3,500	-	2,466,068	-	10,122,747
Contributions receivable, net	492,586	-	1,843	21,534	-	-	189,411	-	705,374
Current portion of assets limited as to use	300,046	-	-	-	-	-	-	-	300,046
Prepaid expenses and other current assets	352,244	1,475	36,840	7,722	-	-	280,045	-	678,326
Total current assets	15,707,486	1,676,414	213,360	190,111	3,500	-	4,128,664	(7,014,255)	14,905,280
Assets limited as to use, net of current portion	986,277	-	-	-	-	-	-	-	986,277
Fixed assets, net	19,655,095	31,222	24,514	22,222	-	-	5,361,330	-	25,094,383
Property held for sale	463,947	-	-	-	825,947	-	-	-	1,289,894
Bond issuance costs, net	62,218	-	-	-	-	-	172,895	-	235,113
Investments, at fair value	12,883,509	-	-	-	48,697	-	900,840	-	13,833,046
Beneficial interest in trusts held by others and other assets	898,413	-	-	38,768	-	-	613,738	-	1,550,919
	$50,656,945	$1,707,636	$ 237,874	$ 251,101	$ 878,144	$ -	$11,177,467	$ (7,014,255)	$57,894,912

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current liabilities:									
Lines of credit	$	$ –	$ –	$ –	$ 262,356	$ –	$ 1,935,548	$ –	$ 2,197,904
Accounts payable	1,431,692	12,425	940	3,898	–	–	458,788	–	1,907,743
Accrued expenses	3,267,969	15,892	34,088	8,220	7,696	–	917,617	–	4,251,482
Accounts payable to affiliates	3,023,524	–	2,562,288	99,631	352,590	–	976,222	(7,014,255)	–
Current portion of deferred revenue	523,300	12,557	5,000	83	26,250	–	291,068	–	858,258
Current portion of interest rate swap agreements	474,355	–	–	–	–	–	141,215	–	615,570
Current portion of long-term debt	4,064,386	–	–	–	–	–	163,953	–	4,228,339
Total current liabilities	12,785,226	40,874	2,602,316	111,832	648,892	–	4,884,411	(7,014,255)	14,059,296
Deferred revenue, net of current portion	999,167	–	–	–	–	–	–	–	999,167
Other liabilities	987,185	–	–	–	–	–	–	–	987,185
Interest rate swap agreements, less current portion	2,195,025	–	–	–	–	–	519,218	–	2,714,243
Long-term debt, less current portion	14,173,540	–	–	–	–	–	4,802,760	–	18,976,300
Total liabilities	31,140,143	40,874	2,602,316	111,832	648,892	–	10,206,389	(7,014,255)	37,736,191
Net assets (deficit):									
Unrestricted	14,428,086	1,666,763	(2,422,354)	100,501	180,556	–	235,785	–	14,189,337
Temporarily restricted	690,526	(1)	57,912	–	24,870	–	171,555	–	944,862
Permanently restricted	4,398,190	–	–	38,768	23,826	–	563,738	–	5,024,522
Total net assets (deficit)	19,516,802	1,666,762	(2,364,442)	139,269	229,252	–	971,078	–	20,158,721
	$50,656,945	$1,707,636	$ 237,874	$ 251,101	$ 878,144	$ –	$11,177,467	$ (7,014,255)	$57,894,912

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2013

ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current assets:									
Cash and cash equivalents	$ 1,884,939	$ 500	$ 300	$ 500	$ –	$ 270,732	$ 885,650	$ –	$ 3,042,621
Accounts receivable from affiliates	8,588,060	983,077	–	–	–	–	247,471	(9,571,137)	247,471
Program and other accounts receivable, net	6,375,827	627,330	541,354	160,914	3,500	283,994	3,231,789	–	11,224,708
Contributions receivable, net	343,482	–	1,725	20,175	–	28,350	292,378	–	686,110
Current portion of assets limited as to use	288,778	–	–	–		253,183			541,961
Prepaid expenses and other current assets	426,695	4,950	37,302	9,276	–	80,358	225,263	–	783,844
Total current assets	17,907,781	1,615,857	580,681	190,865	3,500	916,617	4,882,551	(9,571,137)	16,526,715
Assets limited as to use, net of current portion	1,367,127	–	–	–	–	3,191,386	–	–	4,558,513
Fixed assets, net	20,574,542	1,994	29,777	20,130	–	1,919,988	5,520,453		28,066,884
Property held for sale	–	–		–	822,504	–	–	–	822,504
Bond issuance costs, net	65,290	–	–	–	–	–	179,461	–	244,751
Investments, at fair value	11,646,528	–	–	–	46,740	1,699,874	871,199	–	14,264,341
Beneficial interest in trusts held by others and other assets	969,247	–		35,917	–	5,207,585	618,051	–	6,830,800
	$52,530,515	$1,617,851	$ 610,458	$ 246,912	$ 872,744	$12,935,450	$12,071,715	$ (9,571,137)	$71,314,508

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Current liabilities:									
Lines of credit	$ 1,425,875	$ –	$ –	$ –	$ 262,356	$ 924,658	$ 1,599,505	$ –	$ 4,212,394
Accounts payable	1,259,499	8,467	1,492	3,458	907	65,152	473,153	–	1,812,128
Accrued expenses	3,058,850	7,722	28,013	6,617	29,988	115,836	896,428	–	4,143,454
Accounts payable to affiliates	4,654,485	–	2,790,841	58,729	296,552	493,735	1,276,795	(9,571,137)	–
Current portion of deferred revenue	342,165	12,095	55,123	–	5,250	264,818	160,116	–	839,567
Current portion of interest rate swap agreements	525,435	–	–	–	–	39,267	143,430	–	708,132
Current portion of long-term debt	523,287	–	–	–	–	114,000	159,003	–	796,290
Total current liabilities	11,789,596	28,284	2,875,469	68,804	595,053	2,017,466	4,708,430	(9,571,137)	12,511,965
Deferred revenue, net of current portion	1,026,667	–	–	–	–	3,191,386	–	–	4,218,053
Other liabilities	1,367,458	–	–	–	–	–	–	–	1,367,458
Interest rate swap agreements, less current portion	1,699,286	–	–	–	–	17,475	333,453	–	2,050,214
Long-term debt, less current portion	17,995,953	–	–	–	–	2,356,000	4,966,714	–	25,318,667
Total liabilities	33,878,960	28,284	2,875,469	68,804	595,053	7,582,327	10,008,597	(9,571,137)	45,466,357
Net assets (deficit):									
Unrestricted	13,547,926	1,589,568	(2,279,862)	140,709	230,951	145,539	1,392,877	–	14,767,708
Temporarily restricted	734,001	(1)	14,851	1,482	22,914	–	152,190	–	925,437
Permanently restricted	4,369,628	–	–	35,917	23,826	5,207,584	518,051	–	10,155,006
Total net assets (deficit)	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	–	25,848,151
	$52,530,515	$1,617,851	$ 610,458	$ 246,912	$ 872,744	$12,935,450	$12,071,715	$ (9,571,137)	$71,314,508

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Public support and revenue:									
Public support:									
Contributions	$ 660,025	$ 783	$ 188,715	$ 35,175	$ -	$ 5,902	$ 409,654	$ -	$ 1,300,254
Special events, net	990,162	2,390	16,735	132,955	-	12,446	661,287	-	1,815,975
Annual campaigns, net	398,950	10,731	19,340	48,824	-	24,005	-	-	501,850
Bequests	220,764	-	-	1,710	-	8,129	217,955	-	448,558
Total public support	2,269,901	13,904	224,790	218,664	-	50,482	1,288,896	-	4,066,637
Revenue:									
Fees and grants from governmental agencies	37,890,398	3,257,409	2,142,632	1,114,188	-	248,623	23,072,047	-	67,725,297
Other fees and grants	19,739,085	669,021	37,471	61,137	-	9,862	4,577,720	-	25,094,296
Sales to public	4,270,196	-	-	-	-	-	-	-	4,270,196
Dividend and interest income	339,121	-	-	1,472	-	373,818	56,794	(25,255)	745,950
Rental income	1,032	-	-	-	-	-	64,746	(574)	65,204
Intercompany revenue	2,317,520	-	-	-	-	-	66,035	(2,383,555)	-
Other	133,957	285	172	5,341	-	344,771	4,112	(29,450)	459,188
Total revenue	64,691,309	3,926,715	2,180,275	1,182,138	-	977,074	27,841,454	(2,438,834)	98,360,131
Total public support and revenue	66,961,210	3,940,619	2,405,065	1,400,802	-	1,027,556	29,130,350	(2,438,834)	102,426,768
Operating expenses:									
Program services:									
Public health education	258,038	245	74	3,551	-	386	253,698	-	515,992
Professional education	29,065	-	-	-	-	-	-	-	29,065
Direct services	56,578,002	3,518,763	2,156,028	1,164,880	-	576,844	26,023,617	(31,000)	89,987,134
Total program services	56,865,105	3,519,008	2,156,102	1,168,431	-	577,230	26,277,315	(31,000)	90,532,191

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Supporting services:									
Management and general	$ 8,240,795	$ 344,097	$ 220,095	$ 130,416	$ –	$ 147,814	$ 2,722,667	$ (2,386,314)	$ 9,419,570
Fundraising	862,957	319	90,098	141,535	–	129,258	796,555	(13,783)	2,006,939
Total supporting services	9,103,752	344,416	310,193	271,951	–	277,072	3,519,222	(2,400,097)	11,426,509
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	–	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	25,797	–	606	2,110	–	2,559	91,514	–	122,586
Total operating expenses	65,994,654	3,863,424	2,466,901	1,442,492	–	856,861	29,888,051	(2,431,097)	102,081,286
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	–	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	–	–	–	–	33,354	(183,550)	–	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	–	–	–	–	235,704	(4,020)	–	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	–	–	2,851	–	511,682	45,687	–	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	–	–	–	–	(2,016)	–	–	14,352
Other nonoperating expenses	(249,092)	–	–	–	–	–	–	–	(249,092)
	640,634	–	–	2,851	–	778,724	(141,883)	–	1,280,326
Deconsolidation of affiliate	–	–	–	–	–	(5,841,079)	–	–	(5,841,079)
Increase (decrease) in net assets before effects of discontinued operations	1,607,190	77,195	(61,836)	(38,839)	–	(4,891,660)	(899,584)	(7,737)	(4,215,271)
Loss from discontinued operations	(741,943)	–	(37,595)	–	(48,439)	(461,463)	(192,456)	7,737	(1,474,159)
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	–	(5,689,430)
Net assets (deficit) at beginning of year	18,651,555	1,589,567	(2,265,011)	178,108	277,691	5,353,123	2,063,118	–	25,848,151
Net assets (deficit) at end of year	$ 19,516,802	$ 1,666,762	$ (2,364,442)	$ 139,269	$ 229,252	$ –	$ 971,078	$ –	$ 20,158,721

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Public support and revenue:									
Public support:									
Contributions	$ 1,982,061	$ 569	$ 20,216	$ 34,016	$ –	$ 43,732	$ 416,983	$	$ 2,497,577
Special events, net	323,059	176	57,225	106,647	–	35,291	466,125	–	988,523
Annual campaigns, net	379,744	15,804	12,321	32,663	–	2,702	–	–	443,234
Bequests	108,362	–	79,247	1,710	–	20,270	160,234	–	369,823
Total public support	2,793,226	16,549	169,009	175,036	–	101,995	1,043,342	–	4,299,157
Revenue:									
Fees and grants from governmental agencies	34,749,892	2,855,468	1,328,332	1,077,769	–	346,649	23,270,093	–	63,628,203
Other fees and grants	19,378,555	727,962	30,673	64,890	–	16,554	3,794,589	–	24,013,223
Sales to public	4,019,558	–	–	–	–	–	–	–	4,019,558
Dividend and interest income	353,638	–	–	1,431	–	305,749	52,749	(31,275)	682,292
Rental income	1,240	–	–	–	–	–	143,531	–	144,771
Intercompany revenue	1,966,264	–	–	–	–	–	54,004	(2,020,268)	
Other	95,342	9,294	16	5,600	–	527,885	41,126	–	679,263
Total revenue	60,564,489	3,592,724	1,359,021	1,149,690	–	1,196,837	27,356,092	(2,051,543)	93,167,310
Total public support and revenue	63,357,715	3,609,273	1,528,030	1,324,726	–	1,298,832	28,399,434	(2,051,543)	97,466,467
Operating expenses:									
Program services:									
Public health education	257,956	885	87	3,746	–	241	346,187	–	609,102
Professional education	41,275	–	–	–	–	–	–	–	41,275
Direct services	54,105,838	3,177,319	1,235,816	1,073,809	–	810,933	24,086,980	(148,200)	84,342,495
Total program services	54,405,069	3,178,204	1,235,903	1,077,555	–	811,174	24,433,167	(148,200)	84,992,872

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Supporting services:									
Management and general	$ 7,892,260	$ 329,705	$ 154,349	$ 121,246	$ --	$ 75,977	$ 2,686,098	$ (1,855,742)	$ 9,403,893
Fundraising	958,211	2,124	36,353	116,201	--	156,362	533,649	(47,601)	1,755,299
Total supporting services	8,850,471	331,829	190,702	237,447	--	232,339	3,219,747	(1,903,343)	11,159,192
Total functional expenses	63,255,540	3,510,033	1,426,605	1,315,002	--	1,043,513	27,652,914	(2,051,543)	96,152,064
Support of National programs	25,325	--	595	5,435	--	5,029	85,396	--	121,780
Total operating expenses	63,280,865	3,510,033	1,427,200	1,320,437	--	1,048,542	27,738,310	(2,051,543)	96,273,844
Increase in net assets from operations	76,850	99,240	100,830	4,289	--	250,290	661,124	--	1,192,623
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	1,755,863	--		--	--	41,266	580,503	--	2,377,632
Net realized and unrealized gains (losses) on investments	715,103	--	--	--	--	112,222	(13,656)	--	813,669
Increase in fair value of beneficial interest in trusts held by others	5,861	--	--	1,429	--	208,036	24,110	--	239,436
Other nonoperating losses	(77,517)	--	--	--	--	--	(29,603)	--	(107,120)
Gain on sales and disposals of property, plant and equipment	7,392	--	--	--	--	--	--	--	7,392
	2,406,702	--	--	1,429	--	361,524	561,354	--	3,331,009
Increase in net assets before effects of discontinued operations	2,483,552	99,240	100,830	5,718	--	611,814	1,222,478	--	4,523,632
Income (loss) from discontinued operations	11,430	(20,310)	(113,096)	--	(26,735)	(657,561)	(307,640)	--	(1,113,912)
Total increase (decrease) in net assets	2,494,982	78,930	(12,266)	5,718	(26,735)	(45,747)	914,838	--	3,409,720
Net assets (deficit) at beginning of year	16,156,573	1,510,637	(2,252,745)	172,390	304,426	5,398,870	1,148,280	--	22,438,431
Net assets (deficit) at end of year	$ 18,651,555	$ 1,589,567	$ (2,265,011)	$ 178,108	$ 277,691	$ 5,353,123	$ 2,063,118	$ --	$ 25,848,151

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Salaries and related expenses	$ 48,494,900	$ 2,970,136	$ 1,999,154	$ 1,053,169	$ –	$ 544,811	$ 21,791,248	$ –	$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	–	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	–	6,169	871,909	–	2,678,244
Telephone	684,805	15,065	6,345	9,051	–	3,934	148,073	–	867,273
Postage and shipping	70,760	1,033	3,123	2,173	–	1,280	34,635	–	113,004
Occupancy	2,097,572	85,308	168,892	84,892	–	49,802	1,593,939	–	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	–	449	41,120	–	127,027
Travel	2,231,402	118,835	6,591	39,351	–	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	–	9,710	156,942	–	370,574
Specific assistance to individuals	968,332	70,856	22,066	–	–	12,455	171,751	–	1,245,460
Dues and subscriptions	22,081	–	2,424	125	–	870	15,339	–	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	–	1,698	117,599	–	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	–	230	11,013	–	43,776
Interest	885,953	–	–	–	–	–	308,286	(18,023)	1,176,216
Bad debt provision	–	–	–	–	–	–	–	–	–
Facility tax assessment	–	–	–	–	–	–	182,791	–	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	–	2,696	385,817	–	1,707,352
	$ 65,968,857	$ 3,863,424	$ 2,466,295	$ 1,440,382	$ –	$ 854,302	$ 29,796,537	$ (2,431,097)	$ 101,958,700

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

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimi-nations	Total
Salaries and related expenses	$ 46,435,814	$ 2,582,606	$ 1,182,486	$ 950,569	$ –	$ 755,476	$ 19,897,017	$ –	$ 71,803,968
Professional fees	6,607,471	573,778	49,472	197,171	–	128,550	3,683,964	(2,020,268)	9,220,138
Supplies	1,847,054	24,018	26,253	7,177	–	26,740	770,402	–	2,701,644
Telephone	676,981	15,458	3,861	7,864	–	6,589	131,845	–	842,598
Postage and shipping	76,565	1,528	2,604	2,455	–	908	30,711	–	114,771
Occupancy	2,011,739	55,018	128,009	83,516	–	52,053	1,488,120	–	3,818,455
Outside printing, artwork and media	73,284	4,336	5,082	7,299	–	10,719	29,277	–	129,997
Travel	2,241,712	114,616	2,695	42,513	–	10,516	191,172	–	2,603,224
Conventions and meetings	214,794	27,374	2,162	1,668	–	11,465	134,065	–	391,528
Specific assistance to individuals	712,548	87,860	2,648	–	–	595	153,140	–	956,791
Dues and subscriptions	24,498	538	4,902	1,246	–	1,280	16,753	–	49,217
Minor equipment purchases- and equipment rental	292,938	19,148	9,519	11,565	–	7,157	85,912	–	426,239
Ads, fees and miscellaneous	47,695	2,962	3,044	225	–	1,594	44,104	–	99,624
Interest	779,392	–	–	–	–	26,201	319,338	(31,275)	1,093,656
Facility tax assessment	–	–	–	–	–	–	311,041	–	311,041
Depreciation and amortization	1,213,055	793	3,868	1,734	–	3,670	366,053	–	1,589,173
	$ 63,255,540	$ 3,510,033	$ 1,426,605	$ 1,315,002	$ –	$ 1,043,513	$ 27,652,914	$ (2,051,543)	$ 96,152,064

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

2015 Farnum Center Board of Directors

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CHERYL A. WILKIE, Psy.D., MLADC
Easter Seals/Farnum Center
Phone: 603-622-3020
[redacted]

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc. /Farnum Center **2008-present**
Senior Vice President of Substance Abuse Services
Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations.

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

Southern New Hampshire Services
Pre-Placement Program, Manchester, N.H. **2003-2008**
Director of a drug and alcohol treatment program for offenders in the criminal justice system.

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

Merrimack County Attorney's Office, Concord, N.H. **1998-present**
Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

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

Southern New Hampshire Services
Manchester Academy Program, Manchester, N.H. **1998-2003**
Clinical Director of a community based alternative sentencing program for adult offenders.

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

Promoted to Director of the Manchester Academy Program **2003-2008**

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

Odyssey Family Center, Canterbury, N.H. **1993-1998**
Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

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

N.H. Department of Corrections, Probation/Parole Field Services **1991-1992**

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

N.H. State Prison for Women, Goffstown, N.H. **1987-1993**
Internship through Springfield College

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

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.
Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998
Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017
Clinically certified by the Department of Transportation to perform evaluations (SAP)

CHRISTINE WEBER, LADC

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

EDUCATION:

--AS in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.
-- BA in Psychology. University of New Hampshire.

AFFILIATIONS:

NH Center for Excellence Clinical Supervision Collaborative
Greater Manchester Substance Abuse Collaborative
NIATx Collaborative
Adult Drug Court Planning Initiative
NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: 2006-2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

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

Easter Seals Farnum Center, Manchester New Hampshire:
Clinician and Program Coordinator: November 2008 to June 2013.
Practice Manager: June 2013 to May 2014. Implemented third-party billing relationships and expertise resulting in revenue exceeding one million dollars in the first fiscal year.
Director of Substance Abuse Services: Overseeing clinical and administrative operations of Farnum Center since May 2014.

References available upon request

CHRISTINE WEBER. LADC

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

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

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

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: February 2006 to April 2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

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

Easter Seals Farnum Center, Manchester New Hampshire:
Residential Substance Abuse Counselor: November 2008 to February 2012.
Outpatient Substance Abuse Counselor: February 2012 to July 2012.

Program Coordinator Concord Office: July 2012 to February 2013

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

Practice Manager: June 2013 to present

References available upon request

RELEVANT TRAINING:

--The 12 Core Functions of the Substance Abuse Counselor
--Ethics and Confidentiality Issues- Substance Abuse/Other Mental Health Counselors
--Navigating the Criminal Justice System
--HIV Trends and Treatment
--Using the DSM-IV-TR in Recovery Planning and Treatment Goals
--New Futures Community Leadership Initiative Retreat
--Relational Trauma and Addictive Disorders
--Officer Safety and Tactics- Manchester, NH
--PTSD & Substance Abuse: Understanding Challenges Returning Military Members Experience; New England School of Best Practices in Addiction Treatment
--Advanced Motivational Interviewing for Working with Criminal Justice, Mandated Young People and Resistant Clients; New England School of Best Practices
--Prime for Life DWI Instructor Training
--Co-Occurring Disorders
--Drugs, the Brain and Neurotransmitters
--Preventing Burnout
--Holistic Approach to Post Acute Withdrawal Syndrome
--Leading Psychoeducational Groups and Combining Therapy
--Understanding Military Culture; NH Dept. of Safety-Homeland Security and Emergency Management
--Dialectical Behavior Therapy; Greater Manchester Mental Health Center
--CPR and First Aid Certified, past Adult AED Certified
--Gerontology and Stress of Military Service
--Co-Occurring Disorders and the Body- Dr. Moreggi
--Brains at Risk-Substance Abuse & Adolescence- Dr. Mulready
--Clinical Assessment & Crisis Intervention of Suicidal Risk in Substance Abuse Treatment- Edward Cooney, MA
--Criminality, Psychopathology and Addiction
--Greater Manchester Mental Health Center 2012 Symposium- Mental Health and the Criminal Offender

James B. Almond, Jr.

Professional History

Easter Seals – Farnum Center

140 Queen City Avenue
Manchester, NH 03103

Detox Program Coordinator – July 2013 to Present
Assist Detox program with providing client support, coordination of resident and/or community activities, assist with aftercare coordination and provide general office support. Participate with the treatment team; provide case management, and facilitation of individual and group counseling sessions with clients related to their needs associated to substance abuse and dependence. Provide direct client supervision following policies and procedures to ensure client safety, and to access aftercare needs. Maintain documentation for daily logs, ISP information and other required data as applicable. Provide services to clients and their families as requested.

Southeastern New Hampshire Services

272 County Farm Road
Dover, NH 03820

Residential Assistant Counselor: May 2013 – July 2013
Responsible for providing direct care, education and sobriety counseling to clients who are withdrawing from dependence on alcohol or other drugs, or who have completed the acute phases of withdrawal and are awaiting transfer to another level of care. Responsible for pre-admission screening, withdraw assessment and monitoring, and supervision of client self-administered medications. General case management, and facilitating individual and group counseling sessions with clients and significant others related to the education needs of those diagnosed with substance dependence. Responsible for maintaining an environment of safety, compassion, dignity, and respect in the delivery of main and essential functions.

Families in Transition: Family Willows – Intensive Outpatient Program

161 South Beecher Street
Manchester, NH 03101

Intern: July 2012 – May 2013
Responsible for providing gender-specific treatment services for women experiencing substance use and trauma-related disorders. Provide initial screenings, assessments, program orientation, substance abuse and/or trauma, mental health, and treatment engagement services for women seeking admission to the program. Assist in facilitating and running IOP groups, providing case management services and childcare as needed.

Johns Hopkins University - November 1988 - April 2011

3400 North Charles Street
Baltimore, MD 21218

Senior Administrative Manager, Department of Philosophy*: August 2007 - April 2011*
Responsible for the fiscal and administrative management of the Department of Philosophy, all its associated centers and programs, departmental and multiple faculty research-sponsored accounts. Developed, implemented, monitored and evaluated business practices and procedures to support day-to-day operational needs of the department, faculty, graduate students and staff. The staff was comprised of 9 full-time professors, 1 visiting faculty, 3 ad hoc positions, 2 professor emeriti, 35 graduate students and 1 full-time staffer.

Financial Manager for Student Involvement, Department of Student Life*: October 1998 - August 2007*
Managed the daily and monthly financial administration of a 200-student agency accounts. Developed and implemented efficient systematic processes to assure accurate financial records. Managed student agency accounts and developed summary reports for multiple Deans and Directors. Created Annual Operating Budgets and Five-Year Plans.

Business Services Analyst, Homewood Academic Computing: *May 1998 - October 1998*
Assisted the Budget Administrator with financial management of all departmental, service center and sponsored budgets. Assisted with coordinating office services including purchasing, billing, and budgeting and records administration.

Administrative Technical Assistant, Homewood Academic Computing: January 1996 - May 1998
Provided administrative, clerical and technical assistance to the Department Director, including assisting with projects such as Electronic Calendar System and Software Licensing. Make all travel arrangement and associated tasks. Coordinated daily work assignments for staff, temporary and student employees, including providing training as necessary.

Administrative Assistant, School of Engineering Business Office: January 1994 - December 1995
Monitored, reconciled and reported expenditures for divisional operating budgets. Developed and maintain divisional space inventory data base and corresponding floor plans. Acted as Divisional coordinator for the reimbursement process for faculty advertisements, recruitments and relocation expenses.

Budget Assistant II, Mechanical Engineering: August 1991 - January 1994
Developed, projected, monitored and reconciled department Operating General Funds budgets, discretionary funds and capital projects. Assisted the Engineering Business Office with the set-up of departmental Endowment Accounts.

Accounts Payable Assistant II, Office of the Controller, Accounting Services: November 1988 - August 1991
Responsible for organizing and posting thousands of invoices, travel reports and double-signature checks submitted by departments and outside vendors daily, weekly and monthly. Verification of batches process by other A/P department staffs.

Education

New Hampshire Technical Institute (NHTI)
Human Services / Addictions Counseling
Associate in Science
GPA 3.76

Johns Hopkins University
Concentration in Social Sciences
Bachelor of Liberal Arts – May 2008
GPA 3.45

Awards

Gilman Cup: 2002
Awarded annually to a member of the University Staff for Outstanding service to the Undergraduates at Homewood.

Homewood Cup: 2004
Awarded annually for distinguished service and Loyalty to the Homewood community.

Roland A. Lavallee M.D.

Residence:

Home Ph
Cell Phone # (6
E

DEA:	BL0413574	XL0413574

Medical Licensure: NH 8396

Board Certification: American Board of Family Practice 1986.
Recertification 1992, 1999, 2006 (-2013)

Memberships: American Academy of Family Physicians
NH Academy of Family Physicians
NH Medical Society

Practice History:

9/ 2012 – Present: Medical Director for the Farnum Center 140 Queen City Ave. Initially began as a temporary coverage for the prior medical director. I assumed the position full time 2/2013 and transitioned from my responsibilities at Colonial Management Group to concentrate fully on this position.

12/ 2010 – 4/2013: Medical Director in addiction medicine for Colonial Management Group. Provide coverage for Manchester Metro Treatment Center, Keene Metro Treatment Center, and Concord Metro Treatment Center.

2006-2010: Locum Tenens physician. (Gaps due to family and personal needs. My spouse has idiopathic cardiomyopathy, but fortunately is clinically improved and currently stable.)

9/2010-11/2010: Locum Tenens providing full spectrum family practice care (except obstetrics) at DZ clinic Bloomfield, New Mexico; Indian Health Service through Northern Navajo Medical Center.

2/2009-4/2009: Locum Tenens physician at Wellsville CBOC through the VA Medical Center at Bath, NY.

6/2007-10/2007: Locum Tenens Family Practice at Manchester Community Health Center.

5/07: Medical missions trip to Mexico providing care to church leaders.

1990-2006: Staff Physician for the Dartmouth-Hitchcock Clinic in Manchester-Bedford, NH a multi-specialty group practice.

10/2002-2006: Providing care in pain medicine, geriatrics (nursing home), internal medicine, and urgent care for Dartmouth-Hitchcock Clinic.

10/2002: Externship in pain medicine at Dartmouth-Hitchcock Medical Center Lebanon

2000-9/2002: Family practice and urgent care at Dartmouth-Hitchcock Clinic in Manchester NH.

1995-2000: Amherst Family Practice/DHC in Amherst, N.H. Hospital practice was at Southern NH Medical Center in Nashua. Ownership of Amherst Family Practice was transferred to Southern NH Medical Center with the separation of the Hitchcock Clinic, Lahey Clinic, and Southern NH Medical Center.

1990-1996: Urgent care for Dartmouth-Hitchcock Clinic Manchester-Bedford, NH a multi-specialty group practice. Asked to transition to Amherst Family Practice, when it was acquired by the clinic, in order to fill persistently urgent physician needs there.

1986-1990: National Health Service Corps commitment as a small town solo practitioner in Tupper Lake, N.Y. Provided family practice and urgent care services and supervised part time PA's and a Nurse Practitioner. Also served as school physician, village and town health officer, and occupational health physician for area employers.

Education/Training:

Residency: Family Practice: Mountainside Hospital, Montclair, NJ. 7/84-6/86.
Internship: Family Practice/rotating internship: New England Memorial Hospital, Stoneham, MA. (affiliated with BU). 7/83-6/84
Medical School: University of Louisville. Degree: Doctor of Medicine - May 1983
College: Gordon College, Wenham MA.
Degree: B.A. in biology May 1978. Magna Cum Laude.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryl Wilkie	Senior Vice President			
Christine Weber	Director			
James Almond	Assistant Director			
Roland LaVallee	Medical Director			
Unknown	Director of IOP	$50,000	30%	$6,000

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #104) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

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

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $3,922,096.50.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

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Date: 5/12/2015

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: ET
Date: 5/21/2019

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

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

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

5/21/2015
Date

NAME
TITLE Elin Treanor
CFO

Acknowledgement:
State of New Hampshire, County of Hillsborough on 5/21/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG. 14, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Diane L Boulay
Name and Title of Notary or ~~Justice of the Peace~~

Contractor Initials: ET
Date: 5/21/2015

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

OFFICE OF THE ATTORNEY GENERAL

4/3/15
Date

Name: Megan Yeo
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table

Required Services	Treatment Services
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

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Date: 5/11/2017

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -*** High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: ET
Date: 5/11/2015

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as

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Date: 5/11/17

follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral

and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not

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eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.

4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.

- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco

Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

Contractor Initials: ET
Date: 5/21/2015

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

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Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

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Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $560,299.50 as follows:

- 49% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 21% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 30% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

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It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

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D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

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

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

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

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

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

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $15,000,000.

Contractor Initials: EJ
Date: 5/21/2015

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials ET
Date 5/31/2011

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

5/1/2015
Date

Elin Treanor
Name:
Title: Elin Treanor
CFO

Contractor Initials ET
Date 5/1/2015

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/21/2015
Date

Name: Elin Swenson
Title: CFO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/1/2015
Date

Name: Elin Thorsen
Title: CFO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/21/2015
Date

Name: Eli Treanor
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/21/2015
Date

Name:
Title: CFO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Manchester Alcoholism Rehabilitation Center
The State	Name of the Contractor
Kathleen A Dunn	Elin Treanor
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CFO
Title of Authorized Representative	Title of Authorized Representative
5/20/15	5/21/2015
Date	Date

CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:
(Name of the elected Officer of the Agency, cannot be contract signatory)

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 8, 2015:
(Date)

RESOLVED: That the Chief Financial Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2015.
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of May, 2015.

By Betty Burke.
(Name of Elected Officer of the Agency)

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG. 14, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Diane L Boulay
(Notary Public/Justice of the Peace)

Commission Expires: 8/14/18

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	$ 352,452	0%	$ 0
Susan Ryan	COO	$ 160,000	0%	$ 0
Elin Treanor	CFO	$ 240,000	0%	$ 0
Cheryl Wilkey	VP, Substance Abuse Services	$ 160,000	38.72%	$ 61,952
Christine Weber	Director of Substance Abuse Services	$ 75,000	78.50%	$ 58,875

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 104) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $3,361,797
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: EJ
Date: 5/15/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Manchester Alcoholism Rehabilitation Center

5/20/2014
Date

NAME
TITLE COO/CFO

Acknowledgement:
State of New Hampshire, County of Hillsborough on 5/20/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or ~~Justice of the Peace~~

Name and Title of Notary or Justice of the Peace

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG. 14, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Contractor Initials:
Date: 5/20/2014

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: EF
Date: 5/30/2014

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: ET
Date: 5/10/2019

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

Contractor Initials: _____
Date: 5/18/2019

C. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $1,120,599 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: _____
Date: 5/20/2014

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utllization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Contractor Initials: _____
Date: _____

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

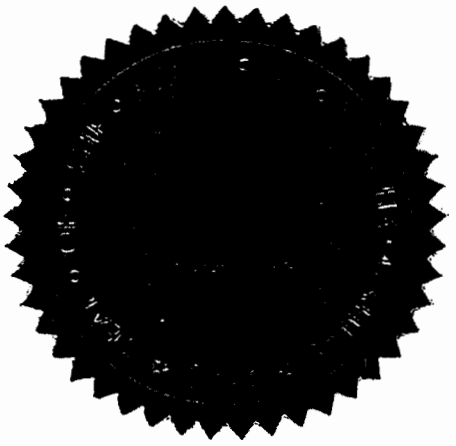
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, BETTY BURKE, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of MANCHESTER ALCOHOLISM REHABILITATION CENTER
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 22, 2013:
(Date)

RESOLVED: That the COO / CFO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as ~~he~~/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of MAY, 2014.
(Date Contract Signed)

4. ELIN TREANOR is the duly elected COO / CFO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of May, 2014,

By Betty Burke.
(Name of Elected Officer of the Agency)

Diane L Boulay
(Notary Public/Justice of the Peace)

DIANE L. BOULAY
MY COMMISSION EXPIRES AUG 14 2018
NOTARY PUBLIC
NEW HAMPSHIRE
NOTARY SEAL

Commission Expires: 8/14/18

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 2,241,198.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $1,120,599.00"

4) **Add** Exhibit B-1, B-2 and B-3

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Manchester Alcoholism Rehabilitation Center

5/17/2013
Date

Name: Elin Treanor
Title: COO/CFO

Acknowledgement:
State of New Hampshire, County of Hillsborough on May 17, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Diane L Boulay
Name and Title of Notary or ~~Justice of the Peace~~

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

21 May 2013
Date

Name: Joanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Alcoholism Rehabilitation Center

Budget Request for: Substance Abuse Treatment Services - Residential

Budget Period: State Fiscal Year 2014

Line Item										
1. Total Salary/Wages	$ 585,494.00	$ -	$ 585,494.00	$ 148,008.00	$ -	$ 148,008.00	$ 437,486.00	$ -	$ 437,486.00
2. Employee Benefits	$ 163,938.00	$ -	$ 163,938.00	$ 41,442.00	$ -	$ 41,442.00	$ 122,496.00	$ -	$ 122,496.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 20,130.00	$ -	$ 20,130.00	$ 9,130.00	$ -	$ 9,130.00	$ 11,000.00	$ -	$ 11,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 140,304.00	$ -	$ 140,304.00	$ 5,602.00	$ -	$ 5,602.00	$ 134,702.00	$ -	$ 134,702.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food	$ 88,695.00	$ -	$ 88,695.00	$ 26,696.00	$ -	$ 26,696.00	$ 61,999.00	$ -	$ 61,999.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,003,561.00	$ -	$ 1,003,561.00	$ 230,878.00	$ -	$ 230,878.00	$ 772,683.00	$ -	$ 772,683.00

Indirect As A Percent of Direct 0.0%

Residential

Contractor Initials EA

Date 5/12/2013

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Alcoholism Rehabilitation Center

Budget Request for: Substance Abuse Treatment Services - IOP

Budget Period: State Fiscal Year 2014

Intensive Outpatient	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 311,180.00	$ -	$ 311,180.00	$ 214,652.00	$ -	$ 214,652.00	$ 96,528.00	$ -	$ 96,528.00
2. Employee Benefits	$ 27,028.00	$ -	$ 27,028.00	$ -	$ -	$ -	$ 27,028.00	$ -	$ 27,028.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 70,152.00	$ -	$ 70,152.00	$ 47,674.00	$ -	$ 47,674.00	$ 22,478.00	$ -	$ 22,478.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 413,360.00	$ -	$ 413,360.00	$ 262,326.00	$ -	$ 262,326.00	$ 151,034.00	$ -	$ 151,034.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Manchester Alcoholism Rehabilitation Center

Budget Request for: Substance Abuse Treatment Services - Outpatient

Budget Period: State Fiscal Year 2014

Outpatient Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 156,426.00	$ -	$ 156,426.00	$ 47,261.00	$ -	$ 47,261.00	$ 109,165.00	$ -	$ 109,165.00
2. Employee Benefits	$ 43,799.00	$ -	$ 43,799.00	$ 13,233.00	$ -	$ 13,233.00	$ 30,566.00	$ -	$ 30,566.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 5,000.00	$ -	$ 5,000.00	$ 1,000.00	$ -	$ 1,000.00	$ 4,000.00	$ -	$ 4,000.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 70,152.00	$ -	$ 70,152.00	$ 47,001.00	$ -	$ 47,001.00	$ 23,151.00	$ -	$ 23,151.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 305,377.00	$ -	$ 305,377.00	$ 108,495.00	$ -	$ 108,495.00	$ 196,882.00	$ -	$ 196,882.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials ET

Date 5/10/13

Easter Seals
DISABILITY SERVICES

CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 28, 2012.

RESOLVED: To authorize the president, chief financial officer, vice president of finance, senior vice president of human resources and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Connecticut/dba Coastal Fairfield County, Harbor School, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., Special Transit Services, Inc. or Agency Realty, Inc.

3. I further certify that ELIN TREANOR is the COO/CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.

4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of MAY 17, 2013.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 17th day of May 2013.

Diane L Boulay
Notary Public

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 104

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Manchester Alcoholism Rehabilitation Center (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,120,599.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$515,420.00
			Subtotal	$515,420.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$251,406.00
			Subtotal	$251,406.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$353,773.00
			Subtotal	$353,773.00
			Total	$1,120,599.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Manchester Alcoholism Rehabilitation Center was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,120,599.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

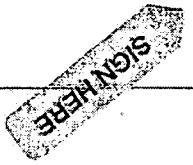
Area served: Manchester Area.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins



Nancy L. Rollins
~~Associate Commissioner~~

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name
Contract Purpose
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	CFS	Con. Hosp	Fam 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCI
Contract Purpose		TX&RSS																		
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,256	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,836	$87,562	$747,691	$930,630
BUDGET AWARDED		$96,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,619	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hesseltort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Ron O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Janne Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Revised: 10/31/08-ba

FORM NUMBER P-37 (version 1/12)

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name		1.2 State Agency Address	
NH Department of Health and Human Services		105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name		**1.4 Contractor Address**	
Manchester Alcoholism Rehabilitaton Center		555 Auburn Street, Manchester, NH 03103	
1.5 Contractor Phone Number	**1.6 Account Number**	**1.7 Completion Date**	**1.8 Price Limitation**
603-622-3020	05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	June 30, 2013	$1,120,599.00
1.9 Contracting Officer for State Agency		**1.10 State Agency Telephone Number**	
Nancy L. Rollins, Associate Commissioner		603-271-4093	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory**	
Elin Mehar		Elin Mehar, CFO	

1.13 Acknowledgement: State of NH, County of Hillsboro

On 5/22, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Alycia D Monroe

ALYCIA D. MONROE, Notary Public
My Commission Expires October 22, 2013

1.13.2 Name and Title of Notary or Justice of the Peace

Alycia D Monroe, Notary Public.

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
Nancy L. Rollins	Nancy L. Rollins, Associate Commissioner

SIGN

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY
6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: EJT
Date: 5/22/12

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: EA
Date: 5/24/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: _____
Date 5/4/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Manchester Alcoholism Rehabilitaton Center

ADDRESS: 555 Auburn Street, Manchester, NH 03103

EXECUTIVE DIRECTOR: Cheryl Wilkie
TELEPHONE: 603-622-3020

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of Beds/ slots (IOP)	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	$ Awarded
Outpatient		2.63		82	$196,882.00
Intensive Outpatient		2.01		40	$179,599.00
Residential – Treatment Adult	16.34			213	$744,118.00
Group – Recovery Support Services *				167	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:

The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm .

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:

All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Manchester Alcoholism Rehabilitaton Center

ADDRESS: 555 Auburn Street, Manchester, NH 03103

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Cheryl Wilkie
TELEPHONE: 603-622-3020

Vendor #177204-B005

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 353,773.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 251,406.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 515,420.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $1,120,599.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. **Performance Utilization:**

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. **Utilization Access and Retention Payment Criteria Requirement**

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied

exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. **Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. **Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. 235 Hanover Street Manchester, NH 03104
140 Ovean City Avenue, Manchester, NH 03103

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Manchester Alcoholism Rehabilitaton Center From: July 1, 2012,or date of G&C Approval, whichever is later To: June 30, 2013
Contractor Name *Period Covered by this Certification*

(1) Name and Title of Authorized Contractor Representative

Elvin Dillon, CFO 5/22/12

(2) Contractor Representative Signature *Date*

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Signature *Contractor's Representative Title*

Manchester Alcoholism Rehabilitaton Center
Contractor Name *Date*

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature	**Contractor's Representative Title**
Manchester Alcoholism Rehabilitaton Center	5/22/12
Contractor Name	**Date**

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	CFO
Contractor Signature	**Contractor's Representative Title**
Manchester Alcoholism Rehabilitaton Center	5/22/12
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	Contractor's Representative Title
Manchester Alcoholism Rehabilitaton Center	5/22/12 Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Manchester Alcoholism Rehabilitaton Center
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CFO
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/24/12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature) — CFO (Authorized Contractor Representative Name & Title)

Manchester Alcoholism Rehabilitaton Center (Contractor Name) — 5/22/12 (Date)

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 948500285

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

✓ NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

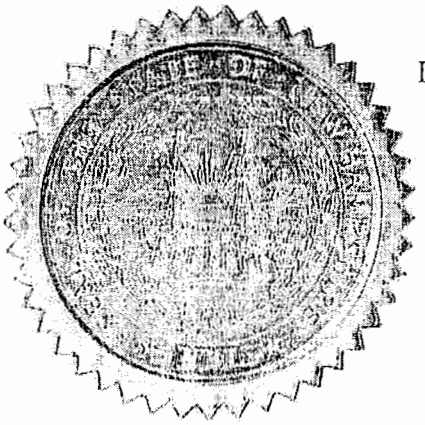
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, BETTY BURKE, of MANCHESTER ALCOHOLISM REHABILITATION CTR., do hereby certify that:

1. I am the duly elected ASSISTANT SECRETARY of MANCHESTER ALCOHOLISM REHABILITATION CTR;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on MARCH 28, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the CHIEF FINANCIAL OFFICER is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as ~~he~~/she may deem necessary, desirable, or appropriate. ELIN TREANOR is the duly elected CHIEF FINANCIAL OFFICER of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of MAY 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the ASSISTANT SECRETARY of the corporation this 22nd day of MAY, 2012.

Betty Burke

STATE OF New Hampshire
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Betty Burke

Diane L Boulay
Notary Public/~~Justice of the Peace~~
My Commission Expires:

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #109) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $114,899.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: MM
Date: 7/21/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/20/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

The Mental Health Center of Greater Manchester, Inc.

7/21/15
Date

NAME William Rider
TITLE President/Chief Executive Officer

Acknowledgement:
State of New Hampshire, County of Hillsborough on July 21, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

KIM L. HAND
MY COMMISSION EXPIRES APRIL 22, 2020
NOTARY PUBLIC NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials WM
Date 7/21/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $13,557.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the

program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.

- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jeff Galvin, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 26, 2015:
(Date)

RESOLVED: That the President/Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of July, 2015.
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of July, 2015,

By Jeff Galvin.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018

(NOTARY SEAL)

Commission Expires: 9/18/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark Harvie,
CGI Business Insurance PO Box 1260 North Hampton NH 03862	PHONE (A/C, No, Ext): (603)232-9306 FAX (A/C, No): E-MAIL ADDRESS: mharvie@cgibenefitsgroup.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
The Mental Health Center of Greater Manchester 401 Cypress Street Manchester NH 03103-3628	INSURER A: Philadelphia Insurance Company	23850
	INSURER B: AIM Mutual Insurance Company	33758
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			PHPK1310483	4/1/2015	4/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1310483	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB493663	4/1/2015	4/1/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes describe under DESCRIPTION OF OPERATIONS below	N/A		ECC60040000298-2014A	9/12/2014	9/12/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.

This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

Bureau of Drug & Alcohol Services
Division of Community Based Care Services
ATTN: Linda J. Parker; CSU
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward Young/KF

The Mental Health Center
OF GREATER MANCHESTER

MISSION

To provide an accessible, comprehensive, integrated, evidence-based system of mental health services that empowers individuals to achieve recovery and serves to promote personal and community wellness.

VISION

To be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment, integrated with other medical specialties, that promote prevention, recovery and wellness.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental health services.

We provide evidence-based, culturally responsive and consumer/family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Approved on May 27, 2008 and Reaffirmed by the Board of Directors on July 22, 2014.

Reaffirmed by the Senior Leadership Team on April 21, 2015.

Bill Rider	Jane Guilmette
Patricia Carty	Paul Michaud
Rik Cornell	Quentin Turnbull
Lisa Descheneau	Joanne Duclos

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2014

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
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June 30, 2014

KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the statement of financial position as of June 30, 2014, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan + Sargent

St. Albans, Vermont
October 8, 2014

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2014

ASSETS

	MHCGM	Foundation	Eliminating Entries	Combined Total
CURRENT ASSETS				
Cash	$ 4,322,511	7,786	$ 100,049	$ 4,430,346
Accounts Receivable, net	3,491,324	-	-	3,491,324
Other Accounts Receivable	170,527	100,049	(135,849)	134,727
Grant Receivable	9,167	-	-	9,167
Investments	-	2,369,450	-	2,369,450
Prepaid Expenses	166,325	-	-	166,325
TOTAL CURRENT ASSETS	8,159,854	2,477,285	(35,800)	10,601,339
PROPERTY, PLANT AND EQUIPMENT, Net of accumulated depreciation	3,150,133	-	-	3,150,133
TOTAL ASSETS	$ 11,309,987	$ 2,477,285	$ (35,800)	$ 13,751,472

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts Payable	$ 192,705	$ -	$ -	$ 192,705
Due To Affiliate	-	35,800	(35,800)	-
Accrued Payroll & Vacation, other accruals	1,869,091	4,001	-	1,873,092
Deferred Revenue	67,448	-	-	67,448
Amounts held for Patients and Other Deposits	19,776	-	-	19,776
TOTAL CURRENT LIABILITIES	2,149,020	39,801	(35,800)	2,153,021
EXTENDED ILLNESS LEAVE, Long term	549,202	-	-	549,202
POST-RETIREMENT BENEFIT OBLIGATION	64,806	-	-	64,806
NET ASSETS				
Unrestricted	8,546,959	2,206,815	-	10,753,774
Permanently restricted	-	230,669	-	230,669
TOTAL NET ASSETS	8,546,959	2,437,484	-	10,984,443
TOTAL LIABILITIES AND NET ASSETS	$ 11,309,987	$ 2,477,285	$ (35,800)	$ 13,751,472

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2014

	MHCGM	Foundation	Eliminating Entries	Combined Total
REVENUE AND OTHER SUPPORT				
Program Service Fees	$ 19,487,493	$ -	$ -	$ 19,487,493
Fees and Grants from Governmental Agencies	1,692,671	-	-	1,692,671
Rental Income	133,512	-	-	133,512
Other Income	1,879,581	-	(83,709)	1,795,872
TOTAL REVENUE AND OTHER SUPPORT	23,193,257	-	(83,709)	23,109,548
OPERATING EXPENSES				
Program Services:				
Children & Adolescents	3,815,544	-	-	3,815,544
Elderly	535,386	-	-	535,386
Emergency Services	1,505,626	-	-	1,505,626
Vocational Services	492,719	-	-	492,719
Non-Eligibles	1,364,151	-	-	1,364,151
Mutli-Service Team	8,109,729	-	-	8,109,729
Crisis Unit	2,240,877	-	-	2,240,877
Community Residences & Support Living	1,537,712	-	-	1,537,712
Other	1,156,735	-	-	1,156,735
Total Program Services	20,758,479	-	-	20,758,479
Supporting Services				
Management and General	2,320,685	-	(151,197)	2,169,488
TOTAL OPERATING EXPENSES	23,079,164	-	(151,197)	22,927,967
INCOME FROM OPERATIONS	114,093	-	67,488	181,581
NON-OPERATING REVENUE/(EXPENSES)				
Contributions	277,949	156,668	(151,197)	283,420
Interest/Dividend Income	3,097	80,631	-	83,728
Investment Return	-	223,764	-	223,764
Dues	-	(4,800)	-	(4,800)
Donations/Contributions	-	(83,709)	83,709	-
Miscellaneous Expenses	-	(7,250)	-	(7,250)
NON-OPERATING REVENUE/ (EXPENSES), NET	281,046	365,304	(67,488)	578,862
INCREASE IN NET ASSETS	395,139	365,304	-	760,443
NET ASSETS AT BEGINNING OF YEAR	8,151,820	2,072,180	-	10,224,000
NET ASSETS AT END OF YEAR	$ 8,546,959	$ 2,437,484	$ -	$ 10,984,443

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2014

	MHCGM	Foundation	Eliminating Entries	Combined Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	$ 395,139	$ 365,304	$ -	$ 760,443
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	235,860	-	-	235,860
Unrealized loss on investments	-	170,774	-	170,774
Realized gain on investments	-	(67,060)	-	(67,060)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	(1,589,575)	-	-	(1,589,575)
Prepaid Expenses, grants and contracts receivable, and other current assets	88,931	-	-	88,931
Escrow	-	-	-	-
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	15,203	-	-	15,203
Due to Affiliate	-	(88,249)	100,049	11,800
Accrued Expenses and Other Current Liabilities	(347,450)	249	-	(347,201)
Deferred Revenue	(2,770)	-	-	(2,770)
Medicaid Advance	(220,498)	-	-	(220,498)
Amounts held for Patients and Other Deposits	(582)	-	-	(582)
Post Retirement Benefit Obligation	(8,865)	-	-	(8,865)
Extended Illness Leave	62,997	-	-	62,997
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(1,371,610)	381,018	100,049	(890,543)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(330,611)	-	-	(330,611)
Proceeds from sale of investments	-	1,090,871	-	1,090,871
Purchase of investments	-	(1,466,467)	-	(1,466,467)
NET CASH (USED) BY INVESTING ACTIVITIES	(330,611)	(375,596)	-	(706,207)
NET INCREASE (DECREASE) IN CASH	(1,702,221)	5,422	100,049	(1,596,750)
CASH AT BEGINNING OF YEAR	6,024,732	2,364	-	6,027,096
CASH AT END OF YEAR	$ 4,322,511	$ 7,786	$ 100,049	$ 4,430,346

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2011, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2014, the Center decreased its estimate in the allowance for doubtful accounts from 63% to 58% of total accounts receivable to $4,918,837 as of June 30, 2014 from $3,212,981 as of June 30, 2013. This was a result of self-pay patient accounts receivable decreasing as a percentage of accounts receivable to 45% of total accounts receivable as of June 30, 2014 from 47% of total accounts receivable as of June 30, 2013.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2014 totaled $19,487,493, of which $18,814,359 was revenue from third-party payors and $673,134 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was $372,866 for the year ended June 30, 2014.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2014. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2014:

Land	$ 1,415,708
Buildings and improvements	4,480,139
Furniture and equipment	1,441,630
	7,337,477
Accumulated depreciation	(4,187,344)
	$ 3,150,133

Depreciation expense for the year ended June 30, 2014 was $235,860.

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 3,768,470
Managed medicaid	1,715,878
Medicaid receivable	1,401,476
Medicare receivable	490,783
Other insurance	1,033,554
	8,410,161
Allowance	(4,918,837)
	$ 3,491,324
ACCOUNTS RECEIVABLE – OTHER	
Amoskeag Residences	$ 5,248
Boston University COG	70,982
Catholic Medical Center	11,477
Community Connection	12,153
Denmark	10,852
Farnum Center	7,911
Granite United Way	8,050
Manchester Mental Health Foundation	35,800
Miscellaneous accounts receivable	2,472
North Shore	5,582
	$ 170,527
GRANTS RECEIVABLE	
State of New Hampshire – DHHS	
Division for Children, Youth and Families	$ 9,167

NOTE 5 DEFERRED REVENUE

CIP Grant	$ 27,048
Central NY Services	11,140
Greater Manchester Charitable Trust	8,615
HCHC Gym Memberships	4,160
Miscellaneous deferred revenue	8,818
State of NH DIG Grant	7,667
	$ 67,448

NOTE 6 LINE OF CREDIT

As of June 30, 2014, the organization had available a line of credit with a bank due on demand with an upper limit of $2,500,000. The line was not utilized as of June 30, 2014. These funds are available with interest charged at Prime Rate.

NOTE 7 LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more are as follows:

2015	$ 423,723
2016	378,088
2017	25,440
2018	5,404

Rental expense was $347,075 for the year ended June 30, 2014.

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2014:

Net Post Retirement Health Cost:	
Service cost	$ 29,379
Interest cost	21,780
Net post retirement health cost	$ 51,159
Change in Accumulated Projected Benefit Obligation:	
Accumulated benefit obligation at beginning of year	$ 486,205
Service cost	29,379
Interest cost	21,780
Actuarial loss	16,245
Benefits paid	(4,407)
Benefit obligation at end of year	$ 549,202
Balance Sheet Liability:	
Accumulated postretirement benefit obligation	$ 549,202
Fair value of plan assets	-
Unfunded accumulated postretirement benefit obligation	$ 549,202

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Reconciliation of Accrued Costs:	
Accrued benefit obligation at beginning of year	$ 548,432
Net post retirement health cost for the year	51,159
Contributions made during the year (benefits paid)	(4,407)
Accrued post retirement health cost at end of year	$ 595,184
Estimated Future Benefit Payments:	
2014 – 2015	$ 17,200
2015 – 2016	34,900
2016 – 2017	20,600
2017 – 2018	51,900
2018 – 2019	43,000
2019 – 2024	313,900
Expected contribution for next fiscal year	$ 17,200
Change in Balance Sheet Liability:	
Balance sheet liability at beginning of year	$ (486,205)
Net actuarial gain arising during the year	(16,245)
Increase from current year service and interest cost	(51,159)
Contributions made during the year	4,407
Balance sheet liability at end of year	$ (549,202)
Amounts Recognized as Adjustments to Unrestricted Net Assets:	
Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	$ (62,229)
Net actuarial (gain) or loss arising during the year	16,245
Reclassification from amortization of net actuarial loss recognized during the year	1,103
Unrestricted net assets not yet classified as NPBC at end of year	$ (44,881)
Unrestricted Net Assets Not Yet Classified As Net Postretirement Benefit Cost:	
Unrecognized prior service cost	$ -
Unrecognized net actuarial gain or (loss)	(44,881)
Unrestricted net assets not yet classified as NPBC at end of year	$ (44,881)

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:	
Recognition of amortization of net Actuarial Loss in next fiscal year's expense	$ 1,103

The weighted-average discount rate used in determining the accumulated benefit obligation was 4.00% at June 30, 2014.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2014; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of $188 is reached.

Net Post Retirement Health Cost:	
Interest cost	$ 3,029
Net amortization of (gain)	(17,893)
Net post retirement health cost	$ (14,864)

Change in Accumulated Projected Benefit Obligation:	
Accumulated benefit obligation at beginning of year	$ 73,671
Interest cost	3,029
Actuarial loss	823
Benefits paid	(12,717)
Benefit obligation at end of year	$ 64,806

FASB Balance Sheet Liability:	
Accumulated postretirement benefit obligation	$ 64,806
Fair value of plan assets	-
Unfunded accumulated postretirement benefit obligation	$ 64,806

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	$ 259,964
Net post retirement health cost for the year	(14,864)
Contributions made during the year (benefits paid)	(12,717)
Accrued post retirement health cost at end of year	$ 232,383

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions
Weighted-average assumptions used to determine Benefit Obligations at June 30, 2014:

Discount rate	4.50%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	1% Increase	1% Decrease
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	$ 3,088	$ 2,972

	1% Increase	1% Decrease
Effect on the health care component of the accumulated postretirement benefit obligation	$ 66,206	$ 63,441

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2014:

Discount rate	4.00%

Cash Flows
Estimated Future Benefit Payments:

2014 – 2015	$ 13,700
2015 – 2016	14,300
2016 – 2017	14,900
2017 – 2018	15,500
2018 – 2019	16,200
2019 – 2024	11,300
Expected contribution for next fiscal year:	$ 13,700

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Balance Sheet Liability:	
Balance sheet liability at beginning of year	$ (73,671)
Net actuarial gain or (loss) arising during the year	(823)
Increase from current year service and interest cost	(3,029)
Contributions made during the year	12,717
Balance sheet liability at end of year	$ (64,806)
Amounts Recognized as Adjustments to Unrestricted Net Assets:	
Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	$ (186,293)
Net actuarial (gain) arising during the year	823
Reclassification from amortization of net actuarial loss recognized during the year	17,893
Unrestricted net assets not yet classified as NPBC at end of year	$ (167,577)
Reconciliation of Accrued Costs:	
Unrecognized prior service cost	$ -
Unrecognized net actuarial gain or (loss)	(167,577)
Unrestricted net assets not yet classified as NPBC at end of year	$ (167,577)
Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:	
Recognition of amortization of net Actuarial Loss in next fiscal year's expense	$ 17,893

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling $4,508,090 as of June 30, 2014. Of this amount $4,258,090 is in excess of FDIC coverage of $250,000. The Center has collateralized this excess with Federal repurchase agreements.

The Center held investments with LPL Financial totaling $2,345,680 as of June 30, 2014. Of this amount $1,845,680 is in excess of SIPC coverage of $500,000 and is uninsured.

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2014 is $5,248 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2014 are as follows:

Billed	$ 61,674
Reimbursed	$ 61,516

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	Cost	Market
Cash and Cash Equivalents	$ 23,770	$ 23,770
Marketable Equity Securities	2,053,047	2,345,680
TOTAL	$ 2,076,817	$ 2,369,450

Investment return consisted of the following:

Advisory Fees	$ (14,070)
Net realized gain	67,060
Change in Fair Market Value - Net unrealized gain	170,774
TOTAL INVESTMENT GAIN	$ 223,764

NOTE 13FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

NOTE 13FAIR VALUE MEASUREMENTS (continued)

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2014. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

Description	06/30/14	Quoted Price In Active Markets For Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and Cash Equivalents	$ 23,770	$ 23,770	$ -	$ -
Mutual Funds:				
Nontraditional Bond	203,063	203,063	-	-
High Yield Bonds	250,163	250,163	-	-
Conservative Allocation	121,021	121,021	-	-
Mid-Cap Growth	102,790	102,790	-	-
World Stock	80,905	80,905	-	-
Natural Resources	58,017	58,017	-	-
Multsector Bonds	238,313	238,313	-	-
Large Value	265,757	265,757	-	-
Large Blend	436,085	436,085	-	-
Mid-Cap Value	369,077	369,077	-	-
Health	59,293	59,293	-	-
Foreign Small/Mid Growth	108,555	108,555	-	-
Small Growth	52,641	52,641	-	-
Total	$ 2,369,450	$ 2,369,450	$ -	$ -

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2014 is as follows:

Due from clients	45 %
Managed medicaid	20
Medicaid	17
Medicare	6
Other insurance	12
	100 %

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 8, 2014, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2014, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2014

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 2,420,159	$ 6,900,603	$ (4,989,682)	$ 562,610	$ 3,768,470
MANAGED MEDICAID	-	7,752,124	(1,581,341)	4,454,905	1,715,878
MEDICAID	1,906,264	14,605,459	(5,025,361)	10,084,886	1,401,476
MEDICARE	183,776	2,342,438	(1,166,679)	868,752	490,783
OTHER INSURANCE	604,532	4,659,072	(2,303,284)	1,926,766	1,033,554
ALLOWANCE	(3,212,981)	-	(1,705,856)	-	(4,918,837)
TOTAL	$ 1,901,750	$ 36,259,696	$(16,772,203)	$ 17,897,919	$ 3,491,324

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2014

	(Deferral) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	(Deferral) From BBH End of Year
CONTRACT YEAR, June 30, 2014	$ (15,585)	$ 1,663,762	$ (1,658,136)	$ (9,959)

Analysis of Receipts: Date of Receipt/Deposit	Amount
07/25/13	$ 213,996
08/14/13	29,099
09/03/13	120,569
09/30/13	106,998
10/28/13	137,618
11/05/13	1,435
11/21/13	106,998
12/12/13	3,777
12/27/13	180,508
01/22/14	106,998
01/31/14	17,104
02/11/14	885
02/28/14	135,996
03/19/14	28,535
04/02/14	106,998
04/02/14	46,398
05/05/14	106,998
05/08/14	37,449
05/15/14	2,831
06/02/14	107,593
06/26/14	6,825
06/27/14	10,030
06/30/14	42,498
	$ 1,658,136

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2014

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
PROGRAM SERVICE FEES						
Net Client Fees	$ 653,270	$ -	$ 653,270	$ (374)	$ 16,678	$ 157,236
HMO's	1,041,519	-	1,041,519	189,160	7,816	189,515
Blue Cross/Blue Shield	1,567,029	-	1,567,029	279,197	14,386	252,540
Medicaid	14,368,426	-	14,368,426	4,428,527	226,884	359,343
Medicare	1,514,948	-	1,514,948	(103)	231,750	8,422
Other Insurance	322,437	-	322,437	53,741	12,645	37,126
Other Program Fees	19,864	-	19,864	(2,787)	40	677
Sub-total	19,487,493	-	19,487,493	4,947,361	510,199	1,004,859
PUBLIC SUPPORT						
United Way	34,050	-	34,050	-	-	-
LOCAL/COUNTY GOVERNMENT						
Donations/Contributions	277,949	-	277,949	-	-	-
Div. Alc/Drug Abuse Prev	22,894	-	22,894	22,894	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
FEDERAL FUNDING						
PATH	40,120	-	40,120	-	-	40,120
CARE NH Contracts	2,475	-	2,475	-	-	-
OTHER FEDERAL GRANTS	288,879	-	288,879	-	-	-
RENTAL INCOME	133,512	-	133,512	-	-	-
INTEREST INCOME	3,097	-	3,097	-	-	-
BBH						
Bureau of Behaviorial Health	1,334,763	-	1,334,763	-	-	510,861
OTHER REVENUES	1,845,531	-	1,845,531	70,437	14,590	332,654
Sub-total	3,986,810	-	3,986,810	96,871	14,590	883,635
TOTAL PROGRAM REVENUES	$ 23,474,303	$ -	$ 23,474,303	$ 5,044,232	$ 524,789	$ 1,888,494

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH
$ 2,696	$ 47,647	$ 190,923	$ 427	$ 110,010	$ 1,608	$ 466	$ -	$ 125,953
-	338,138	179,718	-	138,399	-	(1,496)	-	269
-	482,572	325,950	-	212,342	-	-	-	42
419,472	155,653	6,624,641	7,305	1,072,252	440,640	633,709	-	-
-	185,426	1,089,395	-	58	-	-	-	-
(212)	76,784	84,094	-	57,342	-	847	-	70
(212)	21,705	1,830	-	(1,398)	-	9	-	-
421,744	1,307,925	8,496,551	7,732	1,589,005	442,248	633,535	-	126,334
-	34,050	-	-	-	-	-	-	-
-	89,709	550	-	-	-	-	-	187,690
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	2,475	-	-	-	-	-	-	-
	-	288,879						
-	-	-	875	-	-	132,131	-	506
-	-	-	-	-	-	-	-	3,097
-	-	80,000	-	675,000	10,902	-	58,000	-
11,540	37,224	132,789	-	49,211	8,449	30,016	2,061	1,156,560
11,540	163,458	502,218	875	724,211	19,351	162,147	60,061	1,347,853
$ 433,284	$ 1,471,383	$ 8,998,769	$ 8,607	$ 2,313,216	$ 461,599	$ 795,682	$ 60,061	$ 1,474,187

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2014

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
PERSONNEL COSTS						
Salary and Wages	$ 15,191,171	$ 1,446,158	$ 13,745,013	$ 2,556,544	$ 372,526	$ 1,089,013
Employee Benefits	3,248,582	309,137	2,939,445	585,584	66,620	195,178
Payroll Taxes	1,166,232	110,427	1,055,805	202,513	32,681	77,908
Sub-total	19,605,985	1,865,722	17,740,263	3,344,641	471,827	1,362,099
PROFESSIONAL FEES						
Client Evaluations/Services	227,512	149,233	78,279	-	1,521	-
Audit Fees	46,625	4,425	42,200	7,968	1,651	2,261
Legal Fees	25,646	1,037	24,609	1,072	251	315
Other Prof. Fees/Consultants	48,810	8,624	40,186	7,588	1,572	2,153
STAFF DEVELOPMENT & TRAINING						
Journals/Publications	1,932	674	1,258	164	14	20
In-service Training	1,531	38	1,493	68	14	19
Conferences/Conventions	47,820	15,476	32,344	6,536	496	1,302
Other Staff Development	20,130	2,500	17,630	-	-	-
OCCUPANCY COSTS						
Rent	347,075	10,575	336,500	195,170	-	-
Heating Costs	40,554	-	40,554	-	-	-
Other Utilities	259,740	28,490	231,250	12,212	7,116	29,071
Maintenance & Repairs	388,994	26,188	362,806	25,104	10,232	21,275
Other Occupancy Costs	6,724	155	6,569	-	19	80
CONSUMABLE SUPPLIES						
Office	194,590	51,160	143,430	19,779	3,890	9,657
Building/Household	56,475	4,439	52,036	3,402	845	4,394
Educational/Training	168,141	756	167,385	25,290	5,761	1,465
Food	69,932	822	69,110	518	-	-
Medical	87,009	74	86,935	444	27	38
Other Consumable Supplies	136,829	37,120	99,709	15,958	2,590	7,581
Depreciation-Equipment	125,193	13,392	111,801	19,903	3,991	7,666
Depreciation-Building	110,667	6,411	104,256	595	5,055	6,692
Equipment Maintenance	9,747	4,359	5,388	579	395	19
Advertising	18,146	4,781	13,365	1,777	477	443
Printing	29,673	5,165	24,508	4,177	708	1,547
Telephone/Communication	183,133	25,937	157,196	29,341	4,766	13,959
Postage & Shipping	42,100	19,041	23,059	4,072	844	1,627

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
$ 298,173	$ 997,024	$ 5,459,185	$ -	$ 1,390,911	$ 236,306	$ 681,472	$ 44,645	$ 619,214
73,837	100,569	1,294,782	-	239,409	61,655	209,647	7,547	104,617
24,682	64,051	430,136	-	104,968	17,847	52,156	3,616	45,247
396,692	1,161,644	7,184,103	-	1,735,288	315,808	943,275	55,808	769,078
3,595	11,779	37,823	-	25,202			1,859	(3,500)
1,306	2,900	15,731	-	4,933	956	2,849	233	1,412
2,181	356	18,921	-	798	117	350	74	174
1,243	2,762	14,981	-	4,697	910	2,712	222	1,346
61	54	136	-	282	8	505	2	12
11	25	135	-	42	8	25	2	1,144
403	1,423	11,878	-	3,583	375	720	46	5,582
-	-	-	-	11,130	300	6,200	-	-
-	84,125	57,205	-	-	-	-	-	-
-	-	-	-	-	-	40,554	-	-
9,502	8,109	63,438	-	58,142	-	34,335	8,744	581
13,386	10,911	98,561	-	104,354	1,046	65,146	11,830	961
26	-	162	-	1,196	-	5,060	24	2
3,931	22,765	49,350	-	17,420	344	9,994	1,775	4,525
1,120	1,489	8,226	-	20,317	26	11,095	989	133
843	2,286	83,669	-	10,589	10,799	3,377	82	23,224
260	-	68	-	66,510	-	1,739	-	15
22	48	11,382	-	69,846	16	47	4	5,061
5,592	9,668	33,596	-	12,535	1,149	8,231	1,024	1,785
3,220	7,295	39,805	-	16,749	2,297	6,845	592	3,438
6,750	257	49,688	-	15,259	-	13,617	6,212	131
161	363	2,025	-	1,440	8	25	291	82
255	3,073	3,079	-	1,414	187	557	46	2,057
537	4,617	7,679	-	2,288	329	979	161	1,486
8,514	8,574	58,412	-	20,068	948	7,486	3,948	1,180
667	1,482	8,065	-	3,507	488	1,456	119	732

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2014

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
TRANSPORTATION						
Staff	200,204	4,884	195,320	37,884	1,014	17,700
Clients	25,156	70	25,086	1,532	10	70
INSURANCE						
Malpractice & Bonding	75,315	6,851	68,464	12,927	2,678	3,669
Vehicles	10,739	1,019	9,720	1,835	380	521
Comp Property/Liability	136,841	12,690	124,151	23,442	4,856	6,653
MEMBERSHIP DUES	50,298	2,548	47,750	2,919	605	828
OTHER EXPENDITURES	279,898	6,029	273,869	8,647	1,781	2,502
Total Expenditures	23,079,164	2,320,685	20,758,479	3,815,544	535,386	1,505,626
Administration Allocation	-	(2,320,685)	2,320,685	435,145	66,218	167,525
TOTAL PROGRAM EXPENSES	23,079,164	-	23,079,164	4,250,689	601,604	1,673,151
SURPLUS/(DEFICIT)	$ 395,139	$ -	$ 395,139	$ 793,543	$ (76,815)	$ 215,343

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
24,285	-	104,538	-	248	1,529	5,677	264	2,181
-	-	18,023	-	2,078	-	3,373	-	-
2,118	4,705	25,521	-	8,003	1,551	4,622	378	2,292
301	668	3,624	-	1,136	220	656	54	325
3,841	8,532	46,280	-	14,512	2,812	8,381	686	4,156
478	1,062	34,118	-	1,807	350	1,080	3,985	518
1,418	3,179	19,507	-	5,504	1,091	3,072	252	226,916
492,719	1,364,151	8,109,729	-	2,240,877	343,672	1,194,040	99,706	1,057,029
64,443	153,664	890,550	25	258,766	37,570	152,381	11,825	82,573
557,162	1,517,815	9,000,279	25	2,499,643	381,242	1,346,421	111,531	1,139,602
$ (123,878)	$ (46,432)	$ (1,510)	$ 8,582	$ (186,427)	$ 80,357	$ (550,739)	$ (51,470)	$ 334,585

MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2014 – 2015

Jeff Galvin, Chair			
		(W)	Lavallee Brensinger Architects
			155 Dow Street, Suite 400
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Board of Directors – 2014 – 2015			Page 2
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Board of Directors – 2014-2015			Page 3
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*** Mail info to home address**			

PROFESSIONAL RESUME FOR
PETER W. JANELLE

ACADEMIC APPOINTMENT

Dartmouth College Medical School, Hanover, NH
ADJUNCT ASSISTANT PROFESSOR OF PSYCHIATRY **2000-present**

PROFESSIONAL EXPERIENCE

The Mental Health Center of Greater Manchester, Manchester, NH
PRESIDENT/CHIEF EXECUTIVE OFFICER **1999-present**
Provides leadership for a large (300+FTE's), internationally recognized, comprehensive community mental health center. Works with the Board of Directors to establish strategic goals consistent with the organization's mission. Directs the activities of the senior leadership team and responsible for managing corporate resources.

VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER **1995-1999**
Served as a member of the senior management team and coordinated the activities of the Administrative Executive Committee including the Chief Financial Officer, Chief Information Officer, Chief of Quality/Risk Management, Chief of Community Services and the Assistant Executive Director. Worked cooperatively with clinical service chiefs in program review, analysis and design.

DIRECTOR OF HUMAN RESOURCES **1989-1995**
Established agency's first comprehensive human resources program. Responsible for policy development and leadership in all areas of personnel management including: compensation, benefits, staff education and regulatory compliance.

STAFF DEVELOPMENT DIRECTOR **1987-1989**
Appointed as the organization's first staff education director. Responsible for conducting an annual needs assessment, development of an agency education plan and coordination of the delivery of all professional educational activities.

ASSISTANT DIRECTOR, COMMUNITY SUPPORT PROGRAM **1982-1987**
Provided leadership in multi-program, service delivery system for individuals with severe and persistent mental illness. Programs included outpatient case management, medication services, partial hospital and residential care.

PARTIAL HOSPITAL COORDINATOR, COUNSELOR **1979-1982**
Responsible for planning and management of a partial hospital program serving adults with severe and persistent mental illnesses. Provided clinical services to adults with serious mental illness.

New Hampshire Hospital, Concord, NH **1976-1979**
TEAM COORDINATOR, GROUP HOME DIRECTOR, MENTAL HEALTH WORKER
Provided care coordination, client assessment, treatment planning and clinical interventions.

EDUCATION

Master of Business Administration, 1989
Plymouth State University (formerly Plymouth State College), Plymouth, NH

Bachelor of Arts in Psychology, 1976
University of New Hampshire, Durham, NH
Summa Cum Laude · Phi Beta Kappa, Pi Gamma Mu, Phi Kappa Phi Honor Societies

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES

· Member - New Hampshire Alliance for the Mentally Ill, 1996-Present
· Member - Association of Behavioral Healthcare Management, 1999-2007
· Professional Member - Society For Human Resource Management, 1990-2000
· Member - Manchester Area Human Resources Association, 1991-1999
· Member - American Society For Training and Development, 1987-1990
· Licensed Real Estate Salesperson - New Hampshire, 1984-1991

BOARD MEMBERSHIP/COMMUNITY SERVICE

- Member, NH DHHS Healthy Choices Healthy Changes Advisory Board, 2012 to Present
- Chair- NH Health and Equity Partnership Steering Committee, 2011 to Present
- Member- Citizen's Advisory Board, NH Department of Corrections, Women's Prison- 2011 to Present
- Member- NH Charitable Foundation, Manchester Regional Advisory Board- 2011 to Present
- Member- NH State Plan to Address Health Disparities, Advisory Work Group- 2010 to 2011
· Member- NH Community Behavioral Health Association Executive Committee- 2009 to Present
· Member- NH Consumer Mental Health Survey Project Advisory Board- 2009 to 2013
· Member- NH "In-Shape" Implementation Advisory Committee- 2009 to 2011
· Member- NH Medical Interpreters Advisory Board- 2008 to 2011
· Member- Manchester Sustainable Access Project, Healthy Manchester Leadership Council, 2006 to Present
· Member – NH Citizens Health Initiative, Quality of Care Policy Team, 2005 to 2009
· Co-Chair- Quality Services Practice Work Team of the NH Commission To Develop A Comprehensive State Mental Health Plan, 2006 to 2008
· Member- NH Commission To Develop A Comprehensive State Mental Health Plan Leadership Team, 2006 to 2008
· Member – NH Department of Health & Human Services, Bureau of Behavioral Health, Evidence Based Practice Implementation Advisory Committee, 2004 to 2009
· Member – Catholic Medical Center, Capital Campaign Community Phase Committee, 2004
· Member – Diocese of Manchester, Safe Environment Council, 2004 to 2005
· Board Member – Behavioral Health Network, 2003 to 2006
· Member – Diocese of Manchester, Bishop's Task Force On Communication, 2003
· Member – Heritage United Way, Community Campaign Cabinet- 2002 & 2003
Chair, Community Agency Division
· Member – Seniors Count Task Force, 2001 to Present
· Member - Queen City Rotary Club, 2001 to 2003
· Member - Manchester Mayor's Task Force On High Risk Housing, 2001
· Member- United Way of Greater Manchester, 2001 Community Campaign Cabinet
Vice Chair, Community Agency Division
· Advisory Board Member – Bienestar Mental- NH Minority Health Coalition, 2000 to 2002
· Board Member - New Horizons Shelter and Soup Kitchen, 1999 to 2005
Board Vice President, 2003 to 2004

Resume

Richard Cornell MSW, ACSW, LICSW
Vice President of Community Relations
The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester, NH 03103
[redacted]

WORK EXPERIENCE - *Please note that I have worked for the MHCGM since 1973.*

July 2014 to Present -
Vice President of Community Relations *for the Mental Health Center of Greater Manchester. Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.*

2000 to July 2014 -
Director of Bedford Counseling Associates. *Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.*

1999 to 2000 -
Coordinator of Bedford Counseling Associates. *Full-time therapist. Supervised intake coordination and emergency services related to this program.*

1986 to 1999 -
Child and Adolescent Therapist. *Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.*

1980 to 1986 -
Child Therapist. *Worked with families and community programs.*

1981 to 1984 -
Volunteer Coordinator& Vocational Development. *Worked with the Director of Community Development to expand a highly successful volunteer program for the center. We also worked to create a supportive employment program (Options) for the center. During this time additionally carried a full clinical caseload.*

1978 to 1980 -

Adult Out-Patient Therapist. *Caseload was mixed with Emergency Services and the Adult Out-Patient Department.*

1976 to 1980 - .
Emergency Services Clinician. *Responsible for crisis intervention training. Performed psychiatric assessments. Took on-call duties in office and out in the community. Worked with Emergency Room Departments, Police and many community agencies.*

1973 to 1975 -
Mental Health Worker. *Therapist on the night and evening shifts of the center's in-patient unit.*

EDUCATION

1987-
MSW *with a concentration in youth and group work. Boston University, School of Social Work*
1981 –
***BS** in Human Services, New Hampshire College*

LICENSURE/MEMBERSHIPS

- *LICSW - Licensed Independent Clinical Social Worker, NH # 457*
- *ACSW - Academy of Certified Social Workers since 1990*
- *NASW –National Association Of Social Workers since 1984*

QUALIFICATIONS

- *Demonstration of strong leadership skills*
- *Sound background of clinical practice*
- *History of positive supervisory skills*
- *Lengthy public speaking experience*

(References available upon request)

12 Blevens Drive
Concord NH 03301

[redacted]
gbmjc@comcast.net

William T. Rider

Objective

To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health
25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital
24 Clinton St
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity

Granite Pathways: Vice Chair, Board of Directors

Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

JOHN T. GENAKOS
366 Beauty Hill Road
Barrington, NH 03825

Phone: [redacted]
Email: jamoeck@aol.com

PROFESSIONAL EXPERIENCE

7/5/11 - Present
CHILD AND ADOLESCENT ALCOHOL AND DRUG COUNSELOR
The Mental Health Center of Greater Manchester
1228 Elm Street, Suite 200
Manchester, NH 03101

Duties include: - comprehensive case management for adolescents with co-occurring disorders
- provide individual and family counseling
- intake, assessment, treatment planning and referral services
- modalities include CBT, DBT, MI

8/97 - 2/17/11
MASTER LICENSED ALCOHOL and DRUG COUNSELOR (MLADC)
LTG Counseling Associates
25 Lowell St. Suite 203
Manchester, NH 03101

Duties include:
- provide individual and group outpatient counseling
- conduct chemical dependence assessments
- develop treatment and discharge plans
- provide case management
- provide aftercare and referral services
- maintain billing/record keeping
- provide consultation
- provide education, experiential and training seminars

9/00 - 6/30/11
Student Assistance Counselor
Londonderry Middle School
313 Mammoth Rd.
Londonderry, NH 03053-0337

Duties include:
- provide a comprehensive Student Assistance Program to Middle School students, parents and staff
- provide screening, assessment, treatment and referral services
- facilitate NH Teen Institute Leaders In Prevention program
- facilitate Adventure Group
- facilitate Parent Seminars
- facilitate Red Ribbon Week activities
- co-facilitate Anti-Bullying programs

9/97 - 9/98
LICENSED ALCOHOL and DRUG COUNSELOR
Hampstead Hospital
218 East Rd.
Hampstead, NH

Duties include:
- provide individual, group and family counseling
- provide education lectures on addiction and related issues
- conduct chemical dependence assessments
- develop treatment and aftercare plans
- document client participation in treatment
- provide case management and referral services

EDUCATION

M.ED. Boston University, Therapeutic Recreation and Leisure 1983
B.S. University of Lowell, Biological Sciences 1977

CERTIFICATIONS/PROFESSIONAL MEMBERSHIPS

MLADC, NH OADAP, NCRC/AODA
CTRS, NCTRC
NAADAC
Mental Health Professional, ICISF

REFERENCES

Available on request

Substance Use Disorder Treatment Recovery Support Services Contract
The Mental Health Center of Greater Manchester

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
William T. Rider	Chief Executive Officer	$ 144,800	0.00%	$ 0.00
Paul J. Michaud	VP, Chief Financial Officer	$ 120,528	0.00%	$ 0.00
Richard Cornell	VP, Community Relations	$ 90,000	0.00%	$ 0.00
John T. Genakos	Case Manager, DADAPR	$ 47,715	46.74%	$ 22,299.61

TOTAL $ 22,299.61

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #109) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $94,899.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 6/4/15

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: MK
Date: 6/4/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

The Mental Health Center of Greater Manchester, Inc.

6/4/15
Date

NAME William Rider
TITLE President/Chief Executive Officer

Acknowledgement:
State of NH, County of Hillsborough on June 4, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: _____
Date: 6/4/15

Exhibit A Amendment #3

Scope of Services

A. *Population Served*

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. *Required Treatment Services*

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: MM
Date: 6/4/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: MM
Date: 6/4/15

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

Contractor Initials: MK
Date: 6/4/15

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements

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with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative

discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

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Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition, the

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Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.
Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $13,557.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $10,000,000.

Contractor Initials: MM
Date: 6/4/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
1228 Elm St. Manchester, NH 03101

401 Cypress St. Manchester, NH 03103

Check ☒ if there are workplaces on file that are not identified here.

Contractor Name: The Mental Health Center of Greater Manchester

6/4/15
Date

Name: William Rider
Title: President/Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: The Mental Health Center of Greater' Manchester

6/4/15
Date

Name: William Rider
Title: President/Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Mental Health Center of Greater Manchester

6/4/15
Date

Name: William Rider
Title: President/Chief Executive Officer

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Mental Health Center of Greater Manchester

6/4/15
Date

Name: William Rider
Title: President/Chief Executive Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Mental Health Center of Greater Manchester

6/4/15
Date

Name: William Rider
Title: President/Chief Executive Officer

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials _____

Date 6/4/15

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	The Mental Health Center of Greater Manchester
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	William Rider
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President/Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/5/15	6/4/15
Date	Date

CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on March 26, 2015:
(Date)

RESOLVED: That the President/Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 4th day of June, 2015.
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Leo Simard
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of June, 2015.

By Leo Simard.
(Name of Elected Officer of the Agency)

Joanne C. Duclos
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018

Commission Expires: 9/18/18

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services

Agency Name: The Mental Health Center of Greater Manchester

Program: Substance Abuse Treatment and Recovery Support S

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Peter W. Janelle -- Chief Executive Officer	$177,023	0.00%	$0.00
William T. Ryder -- Exec. VP, COO	$144,799	0.00%	$0.00
Paul J. Michaud -- VP, Chief Financial Officer	$120,528	0.00%	$0.00
Rik Cornell -- VP of Community Relations	$90,000	0.00%	$0.00
John T. Genakos -- Case Mgr. DADAPR	$47,715	46.74%	$22,299.61
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total Salary Wages, Line item 1 of Budget request)			$22,299.61

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 109) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $81,342
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: WR
Date: 5/29/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/20/14
Date

NAME
TITLE

The Mental Health Center of Greater Manchester

5/29/14
Date

NAME William Rider
TITLE Executive Vice President / Chief Operating Officer

Acknowledgement:
State of NH, County of Hillsborough on 5/29/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Joanne C. Duclos
Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MR
Date: 5/29/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: MR
Date: 5/29/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $27,114 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: WTC
Date: 6/29/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

Contractor Initials: [signature]
Date: 3/10/14

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Contractor Initials: MH
Date: 5/24/17

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Timothy Soucy, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on April 28, 2014:
(Date)

RESOLVED: That the Executive Vice President/Chief Operating Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29th day of May, 2014.
(Date Contract Signed)

4. William Rider is the duly elected Executive Vice President/Chief Operating Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

T. M. Soucy
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29th day of May, 2014,

By Timothy Soucy.
(Name of Elected Officer of the Agency)

Joanne C. Duclos
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 9/18/18

NE C. DUCLOS, Notary Public
Expires September 18, 2018

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 54,228.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

PwT
5/2/13

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

RWS
5/2/13

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $27,114.00"

4) **Add** Exhibit B-1

RWS 5/22/13

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

The Mental Health Center of Greater Manchester, Inc.

5/8/2013
Date

Name: Peter J. Bell
Title: President/CEO

Acknowledgement:
State of NH, County of Hillsborough on May 8, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public
My Commission Expires October 22, 2013

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Pw 5 Sch 7

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 45,986.31	$ -	$ 45,986.31	$ 24,707.31	$ -	$ 24,707.31	$ 21,276.00	$ -	$ 21,276.00
2. Employee Benefits	$ 12,859.55	$ -	$ 12,859.55	$ 7,024.55	$ -	$ 7,024.55	$ 5,838.00	$ -	$ 5,838.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -
7. Occupancy	$ 1,100.00	$ -	$ 1,100.00	$ 1,100.00	$ -	$ 1,100.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ 1,280.00	$ -	$ 1,280.00	$ -	$ -	$ -
Telephone	$ 700.00	$ -	$ 700.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 430.00	$ -	$ 430.00	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 200.00	$ -	$ 200.00	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 62,025.86	$ -	$ 62,025.86	$ 34,911.86	$ -	$ 34,911.86	$ 27,114.00	$ -	$ 27,114.00
Indirect As A Percent of Direct		0.0%							

WITH SEAL

CERTIFICATE OF VOTE

I, Timothy Soucy, of The Mental Health Center of Greater Manchester, do hereby certify that:

1. I am the duly elected Chair of the Board of Directors;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the President/Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Peter Janelle is the duly elected President/Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the corporation this 8th day of May, 2013.

T. M Soucy

Timothy Soucy, Board Chair

(CORPORATE SEAL)

SOS 17

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 109

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Mental Health Center of Greater Manchester, Inc. (Vendor #177184 B001), 401 Cypress Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $27,114.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$12,377.00
			Subtotal	$12,377.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$6,083.00
			Subtotal	$6,083.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$8,654.00
			Subtotal	$8,654.00
			Total	$27,114.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Mental Health Center of Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $27,114.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester.

Source of Funds: 45.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 51.16% General Funds and 3.19% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name	1.2 State Agency Address
NH Department of Health and Human Services	129 Pleasant Street Concord, NH 03301
1.3 Contractor Name	**1.4 Contractor Address**
The Mental Health Center of Greater Manchester	401 Cypress Street, Manchester, NH 03103

1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
603-668-4111	05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	June 30, 2013	$27,114.00

1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Nancy L. Rollins, Associate Commissioner	603-271-4093
1.11 Contractor Signature	**1.12 Name and Title of Contractor Signatory**
[signature]	Peter Janelle, President/Chief Executive Officer

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/23/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] [signature] Joanne C. Duclos

1.13.2 Name and Title of Notary or Justice of the Peace

JOANNE C. DUCLOS, Notary Public
My Commission Expires October 22, 2013

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory
[signature] Nancy L. Rollins	Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: [signature] Jeanne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

PW 5
5/23/2012

Program Name		CFS	Con. Hosp.	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,286	$85,000	$27,207	$406,796	$2,221,666	$47,059	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator 1	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator 1	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator 1	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator 1	BDAS/PSU	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: RWS
Date 5/23/2013

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: RWS
Date: 2/23/09

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: RS
Date: 5/23/2013

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: The Mental Health Center of Greater Manchester

ADDRESS: 401 Cypress Street, Manchester, NH 03103

EXECUTIVE DIRECTOR: Peter Janelle
TELEPHONE: 603-668-4111

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient	0.36	Manchester	11	$27,114.00

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit

their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted

to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.

- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,

- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.

2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This

intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: The Mental Health Center of Greater Manchester

ADDRESS: 401 Cypress Street, Manchester, NH 03103

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Peter Janelle
TELEPHONE: 603-668-4111

Vendor #177184-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 8,654.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 6,083.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 12,377.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $27,114.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Manchester, New Hampshire

Check ☐ if there are workplaces on file that are not identified here.

The Mental Health Center of Greater Manchester
Contractor Name
From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013
Period Covered by this Certification

Peter Janelle, President/Chief Executive Officer
Name and Title of Authorized Contractor Representative

Contractor Representative Signature **Date** 5/23/2012

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Peter Janelle, President/Chief Executive Officer

Contractor Signature | **Contractor's Representative Title**

The Mental Health Center of Greater Manchester | 5/23/12

Contractor Name | **Date**

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) ***PRIMARY COVERED TRANSACTIONS***

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Peter Janelle, President/Chief Executive Office

Contractor Signature **Contractor's Representative Title**

The Mental Health Center of Greater Manchester 5/23/2012

Contractor Name **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Signature	Peter Janelle, President/Chief Executive Officer **Contractor's Representative Title**
The Mental Health Center of Greater Manchester **Contractor Name**	5/23/2012 **Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature

President/Chief Executive Officer
Contractor's Representative Title

Peter Janelle
The Mental Health Center of Greater Manchester

5/23/2012
Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	The Mental Health Center of Greater Manchester
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Peter Janelle
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President/Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)	Peter Janelle, President/Chief Executive Officer (Authorized Contractor Representative Name & Title)
The Mental Health Center of Greater Manchester (Contractor Name)	5/23/2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978280

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO ____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

____ NO ____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

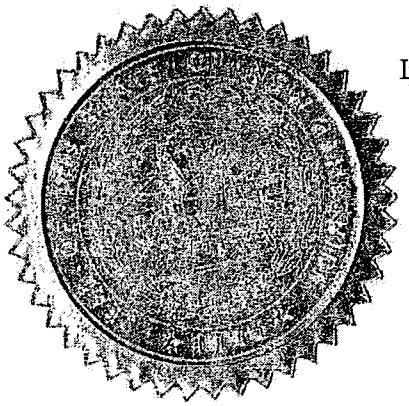
Name: ____ Amount: ____

Name: ____ Amount: ____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2012

William M. Gardner
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, Mary Ellen Yatzus, of The Mental Health Center of Greater Manchester, do hereby certify that:

1. I am the duly elected Secretary of the Board of Directors;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the President/Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Peter Janelle is the duly elected President/Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23rd day of May, 2012.

Mary Ellen Yatzus

Mary Ellen Yatzus, Board Secretary

(CORPORATE SEAL)

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #103) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $323,810.50.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 7/16/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/20/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Child and Family Services of New Hampshire

7/16/15
Date

NAME Borja Alvarez de Toledo
TITLE President & CEO

Acknowledgement:
State of New Hampshire, County of Hillsborough on 7/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico Admin. Asst
Name and Title of Notary or Justice of the Peace

MARYBETH D'AMICO
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MARCH 6, 2018

Contractor Initials: BAT
Date: 7/16/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name:
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials:
Date: 9/16/15

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials _____
Date 7/16/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $43,401.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will be reimbursed for services provided in accordance with the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described

below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits, the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

Contractor Initials _____
Date 7/16/15

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.

ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

1. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   The invoice must be submitted to:
   Financial Manager
   Department of Health and Human Services,
   Bureau of Drug and Alcohol Services
   105 Pleasant Street
   Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, __WILLIAM CONRAD_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _____CHILD AND FAMILY SERVICES OF NH_____.
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of

the Agency duly held on __1/28/2014_____:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the _____PRESIDENT AND CEO_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

___BORJA ALVAREZ DE TOLEDO ___ is the duly elected _____PRESIDENT/CEO_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 16th day of July, 2015.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of July, 2015,

By William Conrad.
(Name of Elected Officer of the Agency)

MARYBETH D'AMICO NOTARY PUBLIC STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES MARCH 6, 2018

(NOTARY SEAL)

Marybeth D'Amico
(Notary Public/Justice of the Peace)

Commission Expires: 3/6/18

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Dacey, CIC	
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: ldacey@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105	INSURER B: NY Marine & General Ins Co	16608
	INSURER C: Travelers Ins. Co.	-
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 All **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK1197406	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1197406	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Drive other car	$ 1,000,000 $ $ $ $ 1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB464946	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC201500008674 (3a.) NH All officers included	4/4/2015	4/4/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Fidelity & Forgery			105912196	4/1/2013	4/1/2016	Limit:	$200,000
A	Professional Liability			PHPK1197406	7/1/2015	7/1/2016	Aggregate:	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(603) 271-4232 Eric.borrin@dhhs.state.nh.

State of New Hampshire
Department of Health and Human Services
Contracts and Procurement Unit
Brown Building
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

Child and Family Services

Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing
the well-being of children by providing an array of services
to strengthen family life and by promoting community commitment
to the needs of children.

Child and Family Services of New Hampshire

Consolidated Financial Statements

For the Year Ended December 31, 2014

(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

MELANSONHEATH
ACCOUNTANTS • AUDITORS

121 River Front Drive
Manchester, NH 03102
(603)669-6130
melansonheath.com

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2014, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

The prior year summarized comparative information has been derived from the consolidated financial statements of Child and Family Services of New Hampshire for the year ended December 31, 2013, which were audited by another auditor who expressed an unmodified opinion on those statements in their report dated March 19, 2014.

Other Matters

Emphasis of Matter

As discussed above, the financial statements Child and Family Services of New Hampshire as of December 31, 2013, and for the year then ended were audited by other auditors. As described in Note 17, these financial statements have been restated. We audited the adjustments described in Note 17 that were applied to restate the 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. However, we were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to such adjustments and, accordingly we do not express an opinion or any other form of assurance on the 2013 financial statements taken as a whole.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses

is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2015 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 31, 2015

Child and Family Services of New Hampshire

Consolidated Statement of Financial Position
December 31, 2014
(with comparative totals as of December 31, 2013)

ASSETS	Unrestricted	Temporarily Restricted	Permanently Restricted	2014 Total	2013 Total
Current Assets:					
Cash and cash equivalents	$ 516,259	$ 374,261	$ -	$ 890,520	$ 329,616
Accounts receivable, net	640,899	-	-	640,899	826,082
Prepaid expenses	197,640	-	-	197,640	171,481
Other current assets	-	-	-	-	60,175
Total Current Assets	1,354,798	374,261	-	1,729,059	1,387,354
Investments	14,963,027	594,052	1,353,913	16,910,992	16,978,687
Beneficial interest held in trust	-	-	1,865,853	1,865,853	1,872,875
Property and equipment, net	5,387,494	987,343	-	6,374,837	7,048,577
TOTAL ASSETS	$ 21,705,319	$ 1,955,656	$ 3,219,766	$ 26,880,741	$ 27,287,493
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Accounts payable	$ 141,912	$ -	$ -	$ 141,912	$ 206,247
Annuities payable	-			-	362
Accrued payroll and related expenses	472,297	-	-	472,297	622,888
Capital lease payable	-	-	-	-	13,988
Bonds payable	120,000	-	-	120,000	115,000
Total Current Liabilities	734,209	-	-	734,209	958,485
Bonds payable, net of current portion	4,725,005	-	-	4,725,005	4,845,000
Deferred loans - NHHFA	1,250,000			1,250,000	1,250,000
Interest rate swap agreements	1,326,080	-	-	1,326,080	937,081
TOTAL LIABILITIES	8,035,294	-	-	8,035,294	7,990,566
Net Assets:					
Donor restricted	-	1,955,656	3,219,766	5,175,422	5,160,017
Board designated	14,963,027	-	-	14,963,027	15,147,278
Unrestricted	(1,293,002)	-	-	(1,293,002)	(1,010,368)
Total Net Assets	13,670,025	1,955,656	3,219,766	18,845,447	19,296,927
TOTAL LIABILITIES AND NET ASSETS	$ 21,705,319	$ 1,955,656	$ 3,219,766	$ 26,880,741	$ 27,287,493

The accompanying notes are an integral part of these financial statements.

Child and Family Services of New Hampshire

Consolidated Statement of Activities

For the Year Ended December 31, 2014
(with comparative totals for the year ended December 31, 2013)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2014 Total	2013 Total
Support and Revenue:					
Support:					
Contributions	$ 836,440	$ 429,515	$ 105,399	$ 1,371,354	$ 1,491,599
Government grants	7,397,947	-	-	7,397,947	8,394,288
In-kind contributions	178,220	-	-	178,220	120,954
Income from special events, net	217,281	-	-	217,281	299,357
Revenue:					
Service fees	1,673,390	-	-	1,673,390	1,862,787
Other	5,143	-	-	5,143	9,499
Net assets released from restriction:					
Program releases	449,602	(449,602)	-	-	-
Capital campaign releases	74,665	(74,665)	-	-	-
Endowment releases	69,385	(69,385)	-	-	-
Endowment transfer to support operations	718,287	-	-	718,287	694,226
Total Support and Revenue	11,620,360	(164,137)	105,399	11,561,622	12,872,710
Operating Expenses:					
Program	10,639,525	-	-	10,639,525	11,727,966
Management and general	720,679	-	-	720,679	834,321
Fundraising	352,913	-	-	352,913	453,384
Total Operating Expenses	11,713,117	-	-	11,713,117	13,015,671
Change in net assets before non-operating items	(92,757)	(164,137)	105,399	(151,495)	(142,961)
Non-Operating Items:					
Investment income	463,247	81,165	-	544,412	2,545,288
Gain on sale of assets	269,892	-	-	269,892	-
Unrealized gain (loss) on interest rate swap	(388,999)	-	-	(388,999)	621,873
Change in beneficial interest	-	-	(7,022)	(7,022)	136,020
Interest income	19	-	-	19	-
Endowment transfer to support operations	(718,287)	-	-	(718,287)	(694,226)
Total Non-Operating Items	(374,128)	81,165	(7,022)	(299,985)	2,608,955
Change in net assets	(466,885)	(82,972)	98,377	(451,480)	2,465,994
Net Assets, Beginning of Year, as restated	14,136,910	2,038,628	3,121,389	19,296,927	16,830,933
Net Assets, End of Year	$ 13,670,025	$ 1,955,656	$ 3,219,766	$ 18,845,447	$ 19,296,927

The accompanying notes are an integral part of these financial statements.

Child and Family Services of New Hampshire

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2014
(with comparative totals for the year ended December 31, 2013)

	Program Services	General and Administrative	Fundraising	2014 Total	2013 Total
Personnel expense:					
Salaries and wages	$ 5,917,937	$ 475,905	$ 230,734	$ 6,624,576	$ 7,454,546
Employee benefits	677,987	71,568	32,983	782,538	911,862
Payroll related costs	677,001	48,704	18,662	744,367	803,127
Mileage reimbursement	544,598	-	-	544,598	644,793
Contracted services	261,930	11,426	11,507	284,863	448,884
Subtotal personnel expense	8,079,453	607,603	293,886	8,980,942	10,263,212
Accounting	-	39,445	-	39,445	38,050
Assistance to individuals	676,459	-	-	676,459	773,845
Communications	165,557	1,114	9,423	176,094	198,213
Conferences, conventions, meetings	28,393	12,525	1,969	42,887	40,198
Depreciation	346,757	5,932	-	352,689	362,791
In kind contributions	173,424	4,668	128	178,220	120,954
Insurance	80,212	2,952	2,060	85,224	73,486
Interest	319,006	173	-	319,179	327,721
Legal	-	1,668	-	1,668	19,086
Membership dues	10,695	8,159	1,910	20,764	17,907
Miscellaneous	38,793	1,584	1,598	41,975	52,713
Occupancy	498,706	9,382	8,690	516,778	453,636
Printing and publications	29,098	947	28,813	58,858	68,857
Rental and equipment maintenance	125,591	21,313	-	146,904	105,590
Supplies	67,381	2,528	1,962	71,871	95,801
Travel	-	686	2,474	3,160	3,611
Total Functional Expenses	$ 10,639,525	$ 720,679	$ 352,913	$ 11,713,117	$ 13,015,671

The accompanying notes are an integral part of these financial statements.

Child and Family Services of New Hampshire

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2014
(with comparative totals for the year ended December 31, 2013)

	2014	2013
Cash Flows From Operating Activities:		
Change in net assets	$ (451,480)	$ 2,465,994
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	352,689	362,791
Restricted contributions	(105,398)	(240,040)
Realized (gain) loss on investments	(51,821)	(435,757)
Unrealized (gain) loss on investments	642,325	(1,191,301)
Change in beneficial interest in trust	7,022	(136,020)
Change in interest rate swap	388,999	(621,872)
(Gain) loss on sale of asset	(269,892)	-
Changes in operating assets and liabilities:		
Accounts receivable	185,183	123,645
Prepaid expenses	(26,159)	(40,814)
Other current liabilities	60,175	14,668
Accounts payable	(64,335)	75,620
Accrued expenses	(150,591)	53,240
Net Cash Provided By Operating Activities	516,717	430,154
Cash Flows From Investing Activities:		
Reinvested income	(522,809)	(396,458)
Proceeds from sale of fixed assets	731,894	-
Purchase of fixed assets	(140,951)	(95,279)
Net Cash Provided By (Used By) Investing Activities	68,134	(491,737)
Cash Flows From Financing Activities:		
Cash restricted for HEFA trust	-	30,000
Restricted contributions	105,398	240,040
Cash advance on line of credit	5,850,785	5,348,845
Payment on line of credit	(5,850,785)	(5,348,845)
Payment of long term debt	(128,983)	(133,181)
Payment on annuity	(362)	(1,125)
Net Cash Provided By (Used By) Financing Activities	(23,947)	135,734
Net Change in Cash and Cash Equivalents	560,904	74,151
Cash and Cash Equivalents, Beginning	329,616	255,465
Cash and Cash Equivalents, Ending	$ 890,520	$ 329,616
SUPPLEMENTAL INFORMATION:		
Interest Paid	$ 339,881	$ 319,434

The accompanying notes are an integral part of these financial statements.

Child and Family Services of New Hampshire

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2014

1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

1. **Early Childhood – Family Support & Education Services**
   Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 573 young children starting life at a disadvantage, received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

   Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize baby's cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, daycare, playground, etc.).

   Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

   Adoption – A licensed child-placing agency, the organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

2. **Children, Youth, and Family - Intervention and Treatment Programs**
The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

   Foster care – The Organization works with the State of New Hampshire in placing children who've been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

   Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

3. **Runaway and Homeless Youth Services**
The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

4. **Senior Care and Independent Living**
The Organization helps seniors and individuals with chronic illness or disability, to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning, to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident

camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 94 year camp history, and exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice, uniquely positions the Organization to serve the best interest of New Hampshire children.

2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity are classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses other than losses on endowment investments are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget Circular A-133 and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended December 31, 2014, management has taken into account a variety of factors.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of $1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance

time and services to the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (*a*) the services create or enhance nonfinancial assets or (*b*) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Expense Recognition and Allocation

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

Reclassifications

Certain accounts in the prior-year consolidated financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year consolidated financial statements.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.

- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:

    — quoted prices for similar assets or liabilities in active markets;

    — quoted prices for identical or similar assets in markets that are not active;

    — observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and

    — inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- recurring measurement of endowment investments (Note 4).
- recurring measurement of beneficial interests in trusts (Note 6).

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was $890,520 at December 31, 2014. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2014. The bank balance is categorized as follows:

Insured by FDIC	$ 327,796
Uninsured and uncollateralized	564,264
Total Bank Balance	$ 892,060

4. Investments

Investments at fair value consist of the following at December 31, 2014:

Mutual funds	$ 16,578,298
U.S Treasury obligations	332,694
Total	$ 16,910,992

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2014 and 2013, expenses relating to investment revenues, including management fees, amounted to $91,915 and $86,474, respectively, and have been netted against investment revenues in the accompanying statements of activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2014. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

U.S. Treasury Obligations: Determined by the closing bid price on the last business day of the fiscal year if actively traded.

5. Accounts Receivable

Receivables consisted of the following at December 31:

	2014			2013		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Grants receivable	$ 539,091	$ (4,727)	$ 534,364	$ 639,140	$ (6,805)	$ 632,335
Fees for service	107,813	(1,428)	106,385	193,747	-	193,747
Travel advances	150	-	150	-	-	-
	$ 647,054	$ (6,155)	$ 640,899	$ 832,887	$ (6,805)	$ 826,082

6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). One of the funds was established in 2005. Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the

discretion of the NHCF Board of Directors. The Organization has received distributions from the funds over the last two years.

At December 31, 2014 and 2013, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was $833,116 and $823,141, respectively. The Organization received $24,247 and $28,983 from the funds in 2014 and 2013, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

Trust	Percentage Interest	2014	2013
Greenleaf	100%	$ 405,687	$ 412,530
Spaulding	100%	351,865	358,793
Cogswell	50%	275,185	278,411
Total		$ 1,032,737	$ 1,049,734

In 2014 and 2013, income distributed by these trusts was $18,881 and $39,498, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2012	$ 1,736,855
Change in value of beneficial interest	136,020
Balance at December 31, 2013	1,872,875
Change in value of beneficial interest	(7,022)
Balance at December 31, 2014	$ 1,865,853

7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	2014	2013
Land and land improvements	$ 1,114,949	$ 1,144,949
Buildings and improvements	7,413,804	8,686,995
Furniture, fixtures and equipment	662,586	1,879,897
Vehicles	97,022	128,606
Software	166,590	168,608
Subtotal	9,454,951	12,009,055
Less: accumulated depreciation	(3,080,114)	(4,960,478)
Total	$ 6,374,837	$ 7,048,577

8. Line of Credit

The Organization has a $1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2014, and was extended through June 30, 2015. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2014), adjusted at each change in the index. At December 31, 2014 the balance on this line of credit was $0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold $5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counter-party") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2014 and 2013 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2014 and 2013, the Organization recorded the swap liability position of approximately $1,326,080 and $937,081, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2014, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

Year	Amount
2015	$ 120,000
2016	125,000
2017	135,000
2018	140,000
2019	140,000
Thereafter	4,185,005
	$ 4,845,005

10. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is $550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is $700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

11. Endowment Funds:

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Investments

As of December 31, 2014, the Board of Trustees had designated $14,963,027 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in

making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations there are no temporarily or permanently restricted funds in deficit.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical, and therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of the endowment investments as of December 31, 2014, is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Donor-restricted endowment funds	$ -	$ 594,052	$ 1,353,913	$ 1,947,965
Board-designated endowment funds	14,963,027	-	-	14,963,027
Total funds	$ 14,963,027	$ 594,052	$ 1,353,913	$ 16,910,992

Changes in endowment net assets as of December 31, 2014 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	$ 15,147,901	$ 582,272	$ 1,248,514	$ 16,978,687
Contributions	-	-	105,399	105,399
Investment income	463,247	81,165	-	544,412
Net assets released from restriction	(718,287)	(69,385)		(787,672)
Timing variances	70,166	-	-	70,166
Endowment net assets, end of year	$ 14,963,027	$ 594,052	$ 1,353,913	$ 16,910,992

12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised the following:

	2014	2013
Program restrictions:		
Camp	$ 48,702	$ 49,194
Child abuse prevention	96,079	154,658
Family counseling	19,594	42,438
Homecare	61,299	19,482
Teen and youth	148,587	128,577
Subtotal	374,261	394,349
Capital campaign restrictions:		
Camp Pavillion	282,178	290,427
Camp Spaulding	398,552	448,328
Teen center	82,005	91,839
Union Street	224,608	231,413
Subtotal	987,343	1,062,007
Cumulative appreciation on permanently restricted net assets	594,052	582,272
Total	$ 1,955,656	$ 2,038,628

13. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

14. Defined Contribution Plan

The Organization sponsored a defined contribution plan (the Plan) that covered all employees at day of hire and who were at least twenty-one years of age. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2014 and 2013, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis.

Rent expense under these agreements totaled $120,966 and $123,341 for the years ended December 31, 2014 and 2013, respectively.

Estimated future minimum lease payments on the above leases are as follows:

Year	Amount
2015	$ 82,707
2016	82,707
2017	16,217
2018	3,621
Total	$ 185,252

16. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment

securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

17. Beginning Net Assets Restatement

In fiscal year 2014, the Organization determined that certain funds previously categorized as temporarily restricted net assets were not subject to donor restrictions. In addition, deferred loans from NHHFA were restated to properly reflect their face value. Accordingly, beginning net assets as of December 31, 2014 have been restated in order to properly reflect donor restricted net assets, as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Net Assets, Beginning of Year	$ 14,136,915	$ 2,943,580	$ 3,121,389	$ 20,201,884
Reclassify program funds	904,952	(904,952)	-	-
Restate deferred loan balances	(904,957)	-	-	(904,957)
Net Assets, Beginning of Year, as restated	$ 14,136,910	$ 2,038,628	$ 3,121,389	$ 19,296,927

18. Subsequent Events

Subsequent events have been evaluated through March 31, 2015, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2014
(with comparative totals for the year ended December 31, 2013)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Prevention	Child Abuse Prevention	Early Intervention	Homecare	Residential	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	General and Administration	Fundraising	2014 Total	2013 Total
Salaries	$ 468,954	$ 788,545	$ 1,705,494	$ 1,154,029	$ 241,141	$ 1,340,574	$ 11,331	$ 74,829	$ 76,131	$ 76,909	$ 5,917,937	$ 475,905	$ 230,734	$ 6,624,576	$ 7,454,546
Employee benefits	61,141	97,400	217,813	164,236	42,113	72,501	372	13,100	6,302	3,009	677,987	71,568	32,983	782,538	911,862
Payroll related costs	47,842	84,496	183,781	133,370	24,747	155,059	25,804	6,900	6,335	8,667	677,001	48,704	18,662	744,367	803,127
Mileage reimbursements	13,253	73,430	290,374	81,313	19,941	56,483	801	2,683	521	5,799	544,598	-	-	544,598	644,793
Contracted services	37,625	15,634	25,861	117,415	41,078	6,520	467	7,983	949	8,398	261,930	11,426	11,507	284,863	448,884
Assistance to individuals	22,135	243,623	109,231	267,165	-	6,973	28	12,323	-	14,981	676,459	-	-	676,459	773,845
Communications	11,736	34,316	52,859	32,781	5,771	18,796	732	4,858	1,440	4,270	165,557	1,114	9,423	176,094	198,213
Conferences, conventions, meetings	3,499	4,524	3,388	11,258	1,157	373	7	102	638	3,447	28,393	12,525	1,969	42,887	40,198
Depreciation	26,034	54,817	102,594	70,334	14,173	59,850	2,161	4,889	3,638	8,257	346,757	5,932	-	352,689	362,791
In kind contributions	-	85,633	83,878	3,494	-	-	-	-	-	419	173,424	4,668	128	178,220	120,954
Insurance	4,615	12,822	25,643	20,457	3,261	10,120	653	947	756	738	80,212	2,952	2,060	85,224	73,486
Interest	24,119	50,470	101,630	67,399	14,136	63,688	1,780	4,630	3,438	(12,284)	319,006	173	-	319,179	327,721
Membership dues	469	1,668	1,976	4,878	246	735	7	72	607	37	10,695	8,159	1,910	20,764	17,907
Miscellaneous	2,856	5,351	9,841	9,515	1,657	6,692	183	494	381	1,843	38,793	1,584	1,598	41,975	52,713
Occupancy	38,618	79,865	134,555	86,351	9,405	33,177	9,987	7,103	3,124	96,521	498,706	9,382	8,690	516,778	453,636
Printing and publications	2,119	2,208	5,364	8,113	793	6,197	5	346	640	3,313	29,098	947	28,813	58,858	68,857
Professional fees	-	-	-	-	-	-	-	-	-	-	-	41,113	-	41,113	57,136
Rental and equipment maintenance	15,402	22,050	36,008	33,531	5,021	6,818	826	2,462	1,650	1,823	125,591	21,313	-	146,904	105,590
Supplies	3,363	20,168	11,754	14,712	922	8,308	98	904	853	6,301	67,381	2,528	1,962	71,871	95,801
Travel	-	-	-	-	-	-	-	-	-	-	-	686	2,474	3,160	3,611
Current year totals	$ 783,780	$ 1,657,020	$ 3,102,044	$ 2,280,351	$ 425,562	$ 1,850,864	$ 55,440	$ 144,623	$ 107,383	$ 232,458	$ 10,639,525	$ 720,679	$ 352,913	$ 11,713,117	
Prior year totals	$ 911,726	$ 1,716,126	$ 3,652,550	$ 2,004,988	$ 408,720	$ 1,952,380	$ 578,849	$ 133,858	$ 108,281	$ 260,488	$ 11,727,966	$ 834,321	$ 453,384		$ 13,015,671

See Independent Auditors' Report.

Child and Family Services of New Hampshire
464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448
603-518-4000

Board of Trustees 2015

Borja Alvarez de Toledo
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Borja Alvarez de Toledo, M.Ed.

464 Chestnut Street, Manchester, NH 03105 / 603-518-4300
alvarezdetoledob@cfsnh.org

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH — December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA — 2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a $17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA — 1998 - 2009

~ Chief Operating Officer — 2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain — 1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain 1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico
Madrid, Spain 1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain 1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA 1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business
University of Massachusetts, Lowell, 2000.
Master's Degree in Education
Counseling Psychology Program. Boston University, 1989.
B.A. in Clinical Psychology
Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

2009 Ayers,S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) ,*Social Worker's Desk Reference* (2nd ed.),New York: Oxford University Press, 2009

2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.

2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.

2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. Handbook of Community Based Clinical Practice. Oxford University Press, 2006, England.

2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) A System of Care for Children's Mental Health: Expanding the Research Base (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.

1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

ANTHONY F. CHEEK, JR.
464 Chestnut St.
Manchester, NH 03105
Phone: (603) 518-4113
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present ***Vice President/CFO***

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of $12 Million.

Fountains America, Inc., Pittsfield, NH
3/07- 1/11 ***Vice President/Director of Finance***

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility $7 Million, Group budget $100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

Lakes Region Community Services Council, Inc., Laconia, NH
2/96- 3/07 ***Director of Finance*** (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of $20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

communication and optimize operations.

- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller *(2/96-3/98)*

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96 Boyd's Potato Chip Co., Inc., Lynn, MA
Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986 ***Bachelor of Science in Business Administration***
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ gagnonm@cfsnh.org

SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)
Senior Vice President, Chief Operating Officer

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

FIRST – Manchester, New Hampshire (2011 to 2013)
Director, Corporate & Foundation Relationships

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise $16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

CHILD ADVOCACY CENTER – Hillsborough County, New Hampshire (2010 to 2011)
Executive Director

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events, utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

NEW FUTURES – Exeter, New Hampshire (2005 to 2009)
Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

- Manage $5 million dollar investment of the New Hampshire Charitable Foundation & $600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)
State Director

- Wrote grant to secure $1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

ADDITIONAL PROFESSIONAL EXPERIENCE

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)
Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)
Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)
Completed feasibility study for the NH Dental Association (2011)

EDUCATION

Master's Degree in Social Work (MSW)
University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)
Rivier College, 1991

Child and Family Services of New Hampshire

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	$150,010	0%	$0
Maria Gagnon	COO	$94,994	0%	$0
Tony Cheek	CFO	$92,914	0%	$0
Ryan Barrieau	Program Manager	$51,584	5%	$2,579.20

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #103) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $303,810.50.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

Contractor Initials: BAT
Date: 5/6/15

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: [illegible]
Date: 5/8/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Child and Family Services of New Hampshire

5/8/15
Date

NAME Borja Alvarez de Toledo
TITLE President/CEO

Acknowledgement:
State of NH, County of Hillsborough, on May 8, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

ANGELA BASNAR
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
- MY COMMISSION EXPIRES JUNE 19, 2018 -

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: WK
Date: 5/8/17

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Contractor Initials: RAS
Date: 5/8/15

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $43,401.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will be reimbursed for services provided in accordance with the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits, the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.

- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $4,000,000.

Contractor Initials: BAF
Date: 5/8/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials BAT
Date 5/6/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Child and Family Service of NH

5/8/15
Date

Name: Sonja Alvarez de Toledo
Title: President / CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Child and Family Services of NH

5/8/15
Date

Name: Eric Alvarez de Toledo
Title: President / CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Child and Family Services of NH

5/6/15
Date

Name: Jorge Alvarez de Toledo
Title: President / CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Child and Family Services of NH

5/8/15
Date

Name: Sonja Alvarez de Toledo
Title: President / CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Child and Family Services of NH

5/6/15
Date

Name: Sonja Alvarez de Toledo
Title: President / CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Child and Family Services of NH
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Borja Alvarez de Toledo
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President / CEO
Title of Authorized Representative	Title of Authorized Representative
5/27/15	5/8/15
Date	Date

CERTIFICATE OF VOTE

I, MARILYN MAHONEY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH.
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of

the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 8th day of May 2015.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 8th day of May, 2015.

By Marilyn T. Mahoney.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

ANGELA BASNAR
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES JUNE 19, 2018

(NOTARY SEAL)

Commission Expires: 6/19/18

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (Item #103) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item #102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $260,409
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: BK
Date: 5/19/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Child and Family Services of New Hampshire

5/19/14
Date

NAME Sonja Alvarez de Toledo
TITLE President & CEO

Acknowledgement:
State of New Hampshire County of Hillsborough on 5/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Marybeth D'Amico
Name and Title of Notary or Justice of the Peace

MARYBETH D'AMICO
STATE OF
- MY -
COMMISSION
EXPIRES
MARCH 6,
2018
NEW HAMPSHIRE
NOTARY PUBLIC

Contractor Initials: RAS
Date: 5/19/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: BAS
Date: 5/19/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: RK
Date: 5/19/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $86,803 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: BAK
Date: 5/19/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but

not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, MARILYN MAHONEY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH.
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of

the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 19th day of May, 2014.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of May, 2014.

By Marilyn T. Mahoney.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

MARYBETH D'AMICO
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MARCH 6, 2018

(NOTARY SEAL)

Commission Expires:

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 173,606.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $86,803.00"

4) **Add** Exhibit B-1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Child and Family Services of New Hampshire

May 7, 2013
Date

Name: Marilyn Mahoney
Title: Chair, Board of Trustees

Acknowledgement:
State of New Hampshire, County of Hillsborough on May 7, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
~~Signature of Notary Public or Justice of the Peace~~

Name and Title of Notary or ~~Justice of the Peace~~

STATE OF NOTARY PUBLIC NEW HAMPSHIRE
OFFICIAL SEAL
VICTORIA FARREN
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Sept. 17, 2013

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 73,828.66	$ -	$ 73,828.66	$ -	$ -	$ -	$ 73,828.66	$ -	$ 73,828.66
2. Employee Benefits	$ 12,974.34	$ -	$ 12,974.34	$ -	$ -	$ -	$ 12,974.34	$ -	$ 12,974.34
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 86,803.00	$ -	$ 86,803.00	$ -	$ -	$ -	$ 86,803.00	$ -	$ 86,803.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials MT

Date 5/7/13

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Michael R. Ostrowski, of Child and Family Services of NH, do hereby certify that:

1. I am the duly elected Assistant Secretary of Child and Family Services of NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 26, 20 13 ;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Substance Abuse Treatment and Recovery Services.

   RESOLVED: That the Chair, Board of Trustees is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as ~~he~~/she may deem necessary, desirable, or appropriate. Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 7th, 2013 .

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 7th day of May, 2013.

Michael R. Ostrowski, Assistant Secretary

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of May, 2013 by Michael R. Ostrowski.

Notary Public/~~Justice of the Peace~~
My Commission Expires:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 29, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 103

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Child and Family Services of New Hampshire (Vendor #177166 B002), 464 Chestnut Street, Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $86,803.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$39,925.00
			Subtotal	$39,925.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$19,474.00
			Subtotal	$19,474.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$27,404.00
			Subtotal	$27,404.00
			Total	$86,803.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Child and Family Services of New Hampshire was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $86,803.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name
Contract Purpose TX&RSS
RFP Score Summary

RFA/RFP CRITERIA	Max Pts	CFS	Con Hosp	Fam 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.00
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,556	$55,000	$27,207	$406,796	$2,221,666	$47,050	$116,425	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,339,836	$57,567	$747,691	$950,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,339,836	$75,013	$611,007	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Lyn Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West, Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hesselfort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Revised: 06/13/2013

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Child and Family Services of New Hampshire		**1.4 Contractor Address** 464 Chestnut Street, PO Box 448, Manchester, NH 03105	
1.5 Contractor Phone Number 603-518-4000, 1-800-640-6485	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $86,803.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Marilyn T. Mahoney		**1.12 Name and Title of Contractor Signatory** Marilyn Mahoney, Chair Board of Trustees	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/22/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

Elizabeth A. Allen

ELIZABETH A. ALLEN NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES AUG 13, 2013

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Elizabeth A. Allen

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: KM
Date: 5/22/12

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MTM 5/22/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MTM 5/20/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Child and Family Services of New Hampshire

ADDRESS: 464 Chestnut Street, PO Box 448, Manchester, NH 03105

EXECUTIVE DIRECTOR: Michael Ostrowski
TELEPHONE: 603-518-4000, 1-800-640-6486

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	$ Awarded
Intensive Outpatient	1.16		23	$86,803
Group – Recovery Support Services *			12	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing

public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101

603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.

- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm .

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention

and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-	Use of Evidenced-	• WITS Electronic Health Record • ASI or GAIN Assessment

Based Practices	Based Practices	• NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;

4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client.

This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Child and Family Services of New Hampshire

ADDRESS: 464 Chestnut Street, PO Box 448, Manchester, NH 03105

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Michael Ostrowski
TELEPHONE: 603-518-4000, 1-800-640-6486

Vendor #177166-B002	Job #95841387	Appropriation #05-095-095-958410-1387-102-500734
	Job #95848501	Appropriation #05-095-095-958410-1388-102-500734
	Job #95846501	Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 27,404.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 19,474.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 39,925.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $86,803.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. **Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

III. ***Allocation of Funding:***

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

IV. ***Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:***

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. *Charitable Choice:*

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Child & Family Services of NH, 464 Chestnut St., Manchester, NH 03105

Check ☐ if there are workplaces on file that are not identified here.

Child and Family Services of NH

Contractor Name

From: July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

Period Covered by this Certification

(1) Marilyn Mahoney, Chair, Board of Trustees

Name and Title of Authorized Contractor Representative

(2) Contractor Representative Signature

May 22, 2012

Date

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

A. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

	Chair, Board of Trustees
Contractor Signature	*Contractor's Representative Title*
Child and Family Services of NH	May 22, 2012
Contractor Name	*Date*

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

[signature]	Chair, Board of Trustees
Contractor Signature	**Contractor's Representative Title**
Child Family Services of NH	May 22, 2012
Contractor Name	**Date**

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	Chair, Board of Trustees
Contractor Signature	**Contractor's Representative Title**
~~Child and Family Services of NH~~	~~May 22, 2012~~
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	Chair, Board of Trustees Contractor's Representative Title
Child and Family Services of NH Contractor Name	May 22, 2012 Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Child and Family Services of NH
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Marilyn Mahoney
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chair, Board of Trustees
Title of Authorized Representative	Title of Authorized Representative
5/31/12	May 22, 2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)

Marilyn Mahoney, Chair, Board of Trustees
(Authorized Contractor Representative Name & Title)

~~Child~~ and Family Services of NH
(Contractor Name)

May 22, 2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 095505905

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

_x_ NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of May A.D. 2012

William M. Gardner
Secretary of State

WITH SEAL

CERTIFICATE OF VOTE

I, Michael R. Ostrowski, of Child and Family Services of NH,
do hereby certify that:

1. I am the duly elected Assistant Secretary of the Child and Family Services of NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 27, 2012;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

RESOLVED: That the Chair, Board of Trustees is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Marilyn Mahoney is the duly elected Chair, Board of Trustees of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22nd, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the corporation this 22nd day of May, 2012.

Michael R. Ostrowski, Assistant Secretary

(CORPORATE SEAL)

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #106) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $280,421.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: MPS
Date: 7-21-2015

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Concord Hospital, Inc.

7/21/2015
Date

NAME Robert P. Steigmeyer
TITLE President + CEO

Acknowledgement:
State of NH, County of Merrimack on 7/21/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yarger
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MPL
Date: 7/21/2015

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials _____
Date 7/21/2015

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $37,203.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor

Contractor Initials MH
Date 7/21/2015

may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.

ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

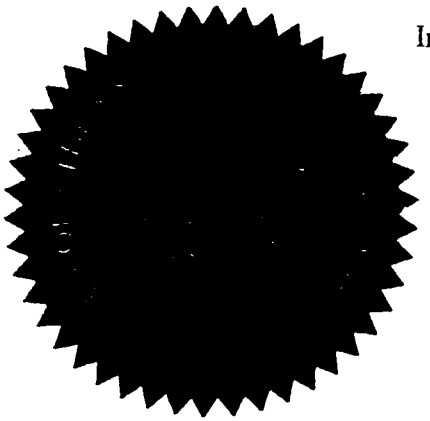
G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21 day of July, 2015.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 21st day of July, 2015, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary, of Concord Hospital, Inc. a corporation, and that such Mary Boucher being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

Christina DeCato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@marsh.com

319078-CHS-gener-15-16

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite Shield Insurance Exchange	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CAPITAL REGION HEALTHCARE CORPORATION
& CONCORD HOSPITAL, INC.
ATTN: JESSICA FANJOY
250 PLEASANT STREET
CONCORD, NH 03301

COVERAGES **CERTIFICATE NUMBER:** NYC-006813023-02 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GSIE-PRIM-2015-101	01/01/2015	01/01/2016	EACH OCCURRENCE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 12,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2015-101	01/01/2015	01/01/2016		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF CURRENT LIABILITY COVERAGE.

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985. EACH OCCURRENCE AND AGGREGATE LIMITS ARE SHARED AMONGST THE GRANITE SHIELD EXCHANGE HOSPITALS.

CERTIFICATE HOLDER

DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACTS AND PROCUREMENT UNIT
129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Susan Molloy *Susan Molloy*

Client#: 243089 CAPITALREG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Kelley
HUB Healthcare Solutions HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772	PHONE (A/C, No, Ext): 508-303-9473 FAX (A/C, No): 508-303-9476 E-MAIL ADDRESS: jessica.kelley@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corp	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capital Region Healthcare Corporation
250 Pleasant Street
Concord, NH 03301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		SP4051888	10/01/14	10/01/15	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
				SIR $500,000			E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of coverage for Concord Hospital

CERTIFICATE HOLDER

DHHS
Contracts and Procurement Unit
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Concord Hospital

Mission Statement

Concord Hospital is a charitable organization which exists to meet the health needs of individuals within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability or inability to pay for such services.

Revised and approved, Board of Trustees 9-24-12

Vision Statement

We exist only to serve patients and their families.

We enthusiastically and collectively engage with all those seeking and providing services to achieve an optimal healing environment.

We aggressively identify and apply new proven or promising technologies and therapies.

We manage the resources entrusted to us to assure a successful hospital for future generations.

We actively involve and participate with our community.

Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements

Years Ended September 30, 2014 and 2013
With Independent Auditors' Report

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements

Years Ended September 30, 2014 and 2013

CONTENTS

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2014 and 2013, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2014 and 2013, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes

Limited Liability Company

Manchester, New Hampshire
December 8, 2014

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2014 and 2013

ASSETS
(In thousands)

	2014	2013
Current assets:		
Cash and cash equivalents	$ 12,953	$ 24,006
Investments	12,390	2,384
Accounts receivable, less allowance for doubtful accounts of $16,339 in 2014 and $19,695 in 2013	46,896	46,061
Due from affiliates	438	584
Supplies	1,443	1,153
Prepaid expenses and other current assets	5,927	5,983
Total current assets	80,047	80,171
Assets whose use is limited or restricted:		
Board designated	263,225	230,143
Funds held by trustee:		
Workers' compensation reserves and self-insurance escrows	10,499	9,212
Construction fund	–	10,398
Donor-restricted	34,932	32,367
Total assets whose use is limited or restricted	308,656	282,120
Other noncurrent assets:		
Due from affiliates, net of current portion	2,428	2,779
Bond issuance costs and other assets	24,613	18,651
Total other noncurrent assets	27,041	21,430
Property and equipment:		
Land and land improvements	5,370	5,394
Buildings	175,689	166,951
Equipment	214,922	205,283
Construction in progress	10,414	9,286
	406,395	386,914
Less accumulated depreciation	(255,381)	(230,767)
Net property and equipment	151,014	156,147
	$ 566,758	$ 539,868

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2014 and 2013
(In thousands)

	2014	2013
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$442,951	$432,232
Provision for doubtful accounts	(32,476)	(31,493)
Net patient service revenue less provision for doubtful accounts	410,475	400,739
Other revenue	23,387	24,140
Disproportionate share revenue	5,099	–
Net assets released from restrictions for operations	1,354	1,886
Total unrestricted revenue and other support	440,315	426,765
Expenses:		
Salaries and wages	186,457	180,716
Employee benefits	48,346	45,644
Supplies and other	76,206	76,347
Purchased services	61,668	59,783
Professional fees	2,670	3,170
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	4,057	4,720
Total expenses	421,238	411,968
Income from operations	19,077	14,797
Nonoperating income (loss):		
Unrestricted gifts and bequests	218	159
Investment income and other	9,923	92
Loss on extinguishment of debt	–	(3,169)
Total nonoperating income (loss)	10,141	(2,918)
Excess of revenues and gains over expenses	$ 29,218	$ 11,879

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2014 and 2013
(In thousands)

	2014	2013
Unrestricted net assets:		
Excess of revenues and gains over expenses	$ 29,218	$ 11,879
Net unrealized gains on investments	2,627	22,870
Net transfers from affiliates	312	295
Net assets released from restrictions used for purchases of property and equipment	62	112
Pension adjustment	(16,378)	26,967
Increase in unrestricted net assets	15,841	62,123
Temporarily restricted net assets:		
Restricted contributions and pledges	1,157	1,285
Restricted investment income	984	66
Contributions to affiliates and other community organizations	(146)	(135)
Net unrealized gains on investments	383	2,019
Net assets released from restrictions for operations	(1,354)	(1,886)
Net assets released from restrictions used for purchases of property and equipment	(62)	(112)
Increase in temporarily restricted net assets	962	1,237
Permanently restricted net assets:		
Restricted contributions and pledges	1,211	1,022
Unrealized gains on trusts administered by others	392	466
Increase in permanently restricted net assets	1,603	1,488
Increase in net assets	18,406	64,848
Net assets, beginning of year	295,313	230,465
Net assets, end of year	$313,719	$295,313

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2014 and 2013
(In thousands)

	2014	2013
Cash flows from operating activities:		
Increase in net assets	$ 18,406	$ 64,848
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(2,368)	(2,307)
Depreciation and amortization	25,397	25,047
Net realized and unrealized gains on investments	(12,123)	(23,589)
Bond premium amortization	(154)	(202)
Loss on extinguishment of debt	–	3,169
Provision for doubtful accounts	32,476	31,493
Equity in earnings of affiliates, net	(6,121)	(5,835)
(Gain) loss on disposal of property and equipment	(55)	56
Pension adjustment	16,378	(26,967)
Changes in operating assets and liabilities:		
Accounts receivable	(33,311)	(35,940)
Supplies, prepaid expenses and other current assets	(234)	(1,944)
Other assets	(6,279)	(11,973)
Due from affiliates	497	44
Accounts payable and accrued expenses	(1,374)	(414)
Accrued compensation and related expenses	2,536	1,071
Accrual for estimated third-party payor settlements	434	3,257
Accrued pension and other long-term liabilities	(2,289)	8,069
Net cash provided by operating activities	31,816	27,883
Cash flows from investing activities:		
Increase in property and equipment, net	(20,148)	(23,961)
Purchases of investments	(50,714)	(161,265)
Proceeds from sales of investments	26,381	127,222
Equity distributions from affiliates	6,377	6,152
Net cash used by investing activities	(38,104)	(51,852)
Cash flows from financing activities:		
Proceeds from long-term debt	–	81,052
Payments on long-term debt	(7,932)	(67,646)
Change in short-term notes payable	885	326
Bond issuance costs	–	(766)
Restricted contributions and pledges	2,282	2,289
Net cash (used) provided by financing activities	(4,765)	15,255
Net decrease in cash and cash equivalents	(11,053)	(8,714)
Cash and cash equivalents at beginning of year	24,006	32,720
Cash and cash equivalents at end of year	$ 12,953	$ 24,006

See accompanying notes.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant areas which are affected by the use of estimates include the allowance for doubtful accounts and contractual adjustments, estimated third-party payor settlements, and actuarial assumptions used in determining pension expense, health benefit plan expense, workers' compensation costs and malpractice losses.

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The State Street S&P 500 CTF exceeded 10% of investments as of September 30, 2014 and 2013.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or market.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under indenture agreements, workers' compensation reserves, quasi-endowment funds, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 87% of self-pay accounts receivable at September 30, 2014 and 2013. The total provision for the allowance for doubtful accounts was $32,476 and $31,493 for the years ended September 30, 2014 and 2013, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is reflected within net patient service revenue, net of contractual allowance and discounts, in the accompanying consolidated statements of operations. The System's self-pay bad debt writeoffs increased $212, from $32,284 in 2013 to $32,496 in 2014. The change in bad debt writeoffs was a result of collection trends.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2014 and 2013, net patient service revenue in the accompanying consolidated statements of operations increased by approximately $2,914 and $1,366, respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 27% and 3% and 28% and 3% of the System's net patient service revenue for the years ended September 30, 2014 and 2013, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2014 and 2013, depreciation expense was $25,336 and $24,859, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. Interest capitalized as part of construction projects was $23 during 2013. There was no interest capitalized during 2014.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and gains over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are being amortized by the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium is presented as a component of bonds payable.

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2014 and 2013 were approximately $349 and $607, respectively.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Gains Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses, investment income and loss on extinguishment of debt which are recorded as nonoperating income (loss).

The consolidated statements of operations also include excess of revenues and gains over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and gains over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, the minimum pension liability adjustment and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. With few exceptions, the System is no longer subject to income tax examination by the U.S. federal or state tax authorities for years before 2011.

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $215 and $184 for the years ended September 30, 2014 and 2013, respectively.

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Subsequent Events

Management of the System evaluated events occurring between the end of its fiscal year and December 8, 2014, the date the consolidated financial statements were available to be issued.

2. **Transactions With Affiliates**

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2014 and 2013, transfers made to CRHC were $(125) and $(212), respectively, and transfers received from Capital Region Health Care Services Corporation (CRHCSC) were $437 and $507, respectively.

A brief description of affiliated entities is as follows:

- CRHCSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

Amounts due the System, primarily from joint ventures, totaled $2,866 and $3,363 at September 30, 2014 and 2013, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($931 and $968 at September 30, 2014 and 2013, respectively) with principal and interest (6.75% at September 30, 2014) payments due monthly. Interest income amounted to $64 and $67 for the years ended September 30, 2014 and 2013, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $146 and $135 in 2014 and 2013, respectively.

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted

Investments totaling $12,390 and $2,384 at September 30, 2014 and 2013, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2014	2013
Board designated funds:		
Cash and cash equivalents	$ 2,598	$ 2,416
Fixed income securities	38,060	36,488
Marketable equity and other securities	199,507	175,797
Inflation-protected securities	23,060	15,442
	263,225	230,143
Held by trustee for workers' compensation reserves:		
Fixed income securities	3,749	3,629
Health insurance and other escrow funds:		
Cash and cash equivalents	961	863
Fixed income securities	1,259	912
Marketable equity securities	4,530	3,808
	6,750	5,583
Held by trustee for construction fund:		
Cash equivalents	–	10,398
Donor restricted:		
Cash and cash equivalents	3,450	2,635
Fixed income securities	2,946	3,696
Marketable equity securities	15,487	13,961
Inflation-protected securities	1,785	1,290
Trust funds administered by others	11,070	10,678
Other	194	107
	34,932	32,367
	$308,656	$282,120

Included in marketable equity and other securities above are $111,693 and $80,648 at September 30, 2014 and 2013, respectively, in so called alternative investments. See also note 14.

(In thousands)

3. **Investments and Assets Whose Use is Limited or Restricted (Continued)**

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2014	2013
Unrestricted:		
Interest and dividends	$ 3,173	$ 2,936
Investment income from trust funds administered by others	533	496
Net realized gains (losses) on sales of investments	7,987	(1,632)
	11,693	1,800
Restricted:		
Interest and dividends	250	200
Net realized gains (losses) on sales of investments	734	(134)
	984	66
	$12,677	$ 1,866
Other changes in net assets:		
Net unrealized gains on investments:		
Unrestricted	$ 2,627	$22,870
Temporarily restricted	383	2,019
Permanently restricted	392	466
	$ 3,402	$25,355

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,693 and $1,550 in 2014 and 2013, respectively.

Investment management fees expensed and reflected in nonoperating income were $884 and $736 for the years ended September 30, 2014 and 2013, respectively.

(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

	Target Allo-cation 2013	Level 1	Level 2	Level 3	Total	Percentage of Plan Assets September 30, 2013
Short-term investments:	0 – 5%					7%
Money market funds		$ 9,186	$ –	$ –	$ 9,186	
Equity securities:	40 – 70%					71%
Common stocks		6,960	–	–	6,960	
Mutual funds – international		36,542	–	–	36,542	
Common collective trust		–	20,170	–	20,170	
Funds-of-funds		–	3,672	26,582	30,254	
Fixed income securities:	10 – 60%					13%
Mutual funds – REIT		545	–	–	545	
Mutual funds – fixed income		11,529	–	–	11,529	
Funds-of-funds		–	–	4,568	4,568	
Hedge funds:	0 – 20%					9%
Inflation hedge		–	11,952	–	11,952	
		$64,762	$35,794	$31,150	$131,706	

The funds-of-funds are invested with seven investment managers and have various restrictions on redemptions. Five of the managers holding amounts totaling approximately $31 million at September 30, 2014 allow for monthly redemptions, with notices ranging from 5 to 15 days. Two managers holding amounts totaling approximately $15 million at September 30, 2014 allow for quarterly redemptions, with a notice of 45 or 65 days. Two of the funds also require a one-year lock on initial deposit of funds. One fund also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (maximum of 1.5%).

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

	2014	2013
Balance, beginning of year	$31,150	$33,772
Unrealized gains (losses) related to instruments still held at the reporting date	2,015	(566)
Purchases	8,984	4,000
Sales	(211)	(6,056)
Balance, end of year	$41,938	$31,150

(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2014 and 2013 consist of:

	2014	2013
Net actuarial loss (gain)	$19,115	$(22,539)
Net amortized loss	(2,770)	(4,492)
Prior service credit amortization	33	64
Total amount recognized	$16,378	$(26,967)

Pension Plan Assets

The fair values of the System's pension plan assets and target allocations as of September 30, 2014 and 2013, by asset category are as follows (see Note 14 for level definitions):

	Target Allocation 2014	Level 1	Level 2	Level 3	Total	Percentage of Plan Assets September 30, 2014
Short-term investments:	0 – 20%					13%
Money market funds		$19,389	$ –	$ –	$ 19,389	
Equity securities:	40 – 80%					58%
Common stocks		8,040	–	–	8,040	
Mutual funds – international		13,288	–	–	13,288	
Common collective trust		–	24,154	–	24,154	
Funds-of-funds		–	3,831	37,393	41,224	
Fixed income securities:	5 – 80%					21%
Mutual funds – REIT		685	–	–	685	
Mutual funds – fixed income		27,054	–	–	27,054	
Funds-of-funds		–	–	4,545	4,545	
Hedge funds:	0 – 30%					8%
Inflation hedge		–	12,676	–	12,676	
		$68,456	$40,661	$41,938	$151,055	

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

The following table summarizes the Plan's funded status at September 30, 2014 and 2013:

	2014	2013
Pension benefits:		
Fair value of plan assets	$ 151,055	$ 131,706
Projected benefit obligation	(199,121)	(172,761)
	$ (48,066)	$ (41,055)
Activities for the year consist of:		
Benefit payments and administrative expenses	$ 7,556	$ 9,356
Net periodic benefit cost	9,333	10,923

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2014	2013
Change in benefit obligation:		
Benefit obligation at beginning of year	$172,761	$186,897
Service cost	8,447	8,711
Interest cost	9,052	7,940
Actuarial loss (gain)	16,417	(21,431)
Benefit payments and administrative expenses paid	(7,556)	(9,356)
Benefit obligation at end of year	$199,121	$172,761
Change in plan assets:		
Fair value of plan assets at beginning of year	$131,706	$117,798
Actual return on plan assets	8,205	11,264
Employer contributions	18,700	12,000
Benefit payments and administrative expenses paid	(7,556)	(9,356)
Fair value of plan assets at end of year	$151,055	$131,706
Funded status and amount recognized in noncurrent liabilities at September 30	$(48,066)	$(41,055)

(In thousands)

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2014 and 2013:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2014						
Marketable equity securities	$ 1,188	$ (142)	$34,834	$(1,687)	$36,022	$ (1,829)
Fund-of-funds	17,772	(1,191)	16,417	(1,370)	34,189	(2,561)
	$18,960	$(1,333)	$51,251	$(3,057)	$70,211	$(4,390)
2013						
Marketable equity securities	$41,047	$ (882)	$ 47	$ (19)	$41,094	$ (901)
REIT	108	(3)	–	–	108	(3)
Fund-of-funds	7,344	(658)	8,800	(981)	16,144	(1,639)
	$48,499	$(1,543)	$ 8,847	$(1,000)	$57,346	$(2,543)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes that unrealized losses related to securities that have suffered an other-than-temporary decline in value are not material to these consolidated financial statements.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan is a cash balance plan that provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

1. **Description of Organization and Summary of Significant Accounting Policies (Continued)**

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and gains over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and gains over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Regional Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new Hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, Concord Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2014 and 2013 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

LIABILITIES AND NET ASSETS
(In thousands)

	2014	2013
Current liabilities:		
Short-term notes payable	$ 1,912	$ 1,027
Accounts payable and accrued expenses	20,448	21,822
Accrued compensation and related expenses	25,829	23,293
Accrual for estimated third-party payor settlements	15,033	14,599
Current portion of long-term debt	8,131	7,931
Total current liabilities	71,353	68,672
Long-term debt, net of current portion	103,495	111,781
Accrued pension and other long-term liabilities	78,191	64,102
Total liabilities	253,039	244,555
Net assets:		
Unrestricted	278,787	262,946
Temporarily restricted	15,089	14,127
Permanently restricted	19,843	18,240
Total net assets	313,719	295,313
	$ 566,758	$ 539,868

See accompanying notes.

(In thousands)

4. **Defined Benefit Pension Plan (Continued)**

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

Amounts included in expense during fiscal 2014 and 2013 consist of:

	2014	2013
Components of net periodic benefit cost:		
Service cost	$ 8,447	$ 8,711
Interest cost	9,052	7,940
Expected return on plan assets	(10,903)	(10,156)
Amortization of prior service cost and gains and losses	2,737	4,428
Net periodic benefit cost	$ 9,333	$ 10,923

The accumulated benefit obligations for the plan at September 30, 2014 and 2013 were $187,040 and $161,290, respectively.

	2014	2013
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.78%	5.38%
Rate of compensation increase	2.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	5.38%	4.40%
Expected return on plan assets	8.00	8.00
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

(In thousands)

4. Defined Benefit Pension Plan (Continued)

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2015 are as follows:

Actuarial loss	$ 4,100
Prior service credit	(33)
	$ 4,067

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $12,000 in cash contributions to the plan for the 2015 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2015	$ 10,359
2016	11,426
2017	13,556
2018	14,132
2019	15,106
2020 – 2024	89,267

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

5. **Estimated Third-Party Payor Settlements (Continued)**

Disproportionate Share Payments and Medicaid Enhancement Tax

Under the State of New Hampshire's tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.5% of net patient service revenues, with certain exclusions. The amount of tax incurred by the System for fiscal 2014 and 2013 was $16,437 and $16,541, respectively.

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. In addition, as part of the State of New Hampshire's biennial budget process for the two-year period ended June 30, 2013, the State eliminated disproportionate share payments to certain New Hampshire hospitals, including the System. For the year ended June 30, 2014, the State of New Hampshire restored a portion of disproportionate share funding, and the System received $5,099 in disproportionate share payments which are recorded within unrestricted revenue and other support.

During 2014, the Centers for Medicare and Medicaid Services (CMS) began an audit of the State's program and the disproportionate share payments made by the State in 2011, the first year that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. At the date of these consolidated financial statements, CMS's audit was still in process, and the System has received no indication of adjustments, if any, that may be made to disproportionate share payments received in prior years. As such, no amounts have been reflected in the accompanying consolidated financial statements related to this contingency.

The System amended certain past MET returns based upon further guidance which provided that certain exclusions can be deducted from net patient service revenues. During 2014, the State completed an initial audit of those amended returns. The outcome of the amended returns and related audits is uncertain at the date of these consolidated financial statements, and no amounts have been reflected in these consolidated financial statements related to those matters

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, and prospectively determined rates.

(In thousands)

5. Estimated Third-Party Payor Settlements (Continued)

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2010 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2014 and 2013:

	2014	2013
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $3,429 in 2014 and $3,550 in 2013	$ 46,714	$ 47,860
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $3,977 through 2024	27,550	31,011
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,201 through 2026, including unamortized original issue premium of $233 in 2014 and $252 in 2013	37,362	40,841
	111,626	119,712
Less current portion	(8,131)	(7,931)
	$103,495	$111,781

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities. As a result of the advance refunding, the unamortized bond issuance costs and original issue discount related to the Series 2001 NHHEFA Hospital Revenue Bonds were included in loss on extinguishment of debt and totaled $1,483 for the year ended September 30, 2013. As of September 30, 2013, none of the Series 2001 advance refunded bonds remained outstanding.

(In thousands)

6. **Long-Term Debt and Notes Payable (Continued)**

In April 2013, $32,421 of NHHEFA Revenue Bonds, Concord Hospital Issues, Series 2013B, were issued to advance refund the Series 2004 NHHEFA Hospital Revenue Bonds. As a result of the bond refinancing, the unamortized bond issuance costs and original issue premium related to the Series 2004 NHHEFA Hospital Revenue Bonds were included on loss on extinguishment of debt and totaled $1,686 for the year ended September 30, 2013. As of September 30, 2013, $31,800 of advance refunded bonds, which were considered extinguished for purposes of these consolidated financial statements, remained outstanding. These were redeemed in full during 2014.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment. The project began during fiscal year 2011 and was completed in fiscal year 2012.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2014 and 2013.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $4,138 and $4,892 for the years ended September 30, 2014 and 2013, respectively.

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 are as follows:

2015	$ 8,131
2016	8,337
2017	8,570
2018	8,822
2019	9,061
Thereafter	65,043
	$107,964

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims-made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. The System maintained excess professional and general liability insurance policies to cover claims in excess of liability retention levels. The System has established reserves to cover professional liability exposures for incurred but unpaid or unreported claims. The amounts of the reserves have been determined by actuarial consultants and total $3,908 and $4,692 at September 30, 2014 and 2013, respectively, and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2014, there were no known malpractice claims outstanding for the System which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which required loss accruals. The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. The System's interest in the captive represents approximately 28% of the captive. Control of the captive is equally shared by participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $420 and $1,335 at September 30, 2014 and 2013, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations.

In accordance with Accounting Standards Update No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries,* at September 30, 2014 and 2013, the Hospital recorded a liability of approximately $19,750 and $12,900, respectively, related to estimated professional liability losses. At September 30, 2014 and 2013, the Hospital also recorded a receivable of $19,750 and $12,900, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities, and bond issuance costs and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,526 and $2,456 at September 30, 2014 and 2013, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan.

(In thousands)

7. **Commitments and Contingencies (Continued)**

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2014 and 2013, have been recorded as a liability of $4,508 and $5,034, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2013 are as follows:

Year Ending September 30:	
2015	$ 4,476
2016	4,356
2017	3,775
2018	3,339
2019	3,246
Thereafter	18,243
	$37,435

Rent expense was $8,156 and $8,456 for the years ended September 30, 2014 and 2013, respectively.

(In thousands)

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	2014	2013
Health education and program services	$13,604	$12,821
Capital acquisitions	1,195	1,053
Indigent care	188	181
For periods after September 30 of each year	102	72
	$15,089	$14,127

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	2014	2013
Health education and program services	$17,088	$15,513
Capital acquisitions	803	803
Indigent care	1,810	1,810
For periods after September 30 of each year	142	114
	$19,843	$18,240

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	2014	2013
Gross patient service charges:		
Inpatient services	$ 400,259	$393,992
Outpatient services	515,503	469,048
Physician services	134,699	125,705
Less charitable services	(38,119)	(33,903)
	1,012,342	954,842
Less contractual allowances and discounts:		
Medicare	348,110	313,177
Medicaid	69,545	68,347
Other	181,548	170,770
	599,203	552,294
Total Hospital net patient service revenue (net of contractual allowances and discounts)	413,139	402,548
Other entities	29,812	29,684
	$ 442,951	$432,232

(In thousands)

9. Patient Service and Other Revenue (Continued)

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2014 and 2013 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2014 and 2013.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2014				
Private payors (includes coinsurance and deductibles)	$ 426,874	$(181,548)	$ (9,337)	$235,989
Medicaid	85,624	(69,545)	(1,049)	15,030
Medicare	467,071	(348,110)	(1,869)	117,092
Self-pay	32,773	–	(19,465)	13,308
	$1,012,342	$(599,203)	$(31,720)	$381,419
2013				
Private payors (includes coinsurance and deductibles)	$ 413,913	$(170,770)	$ (9,270)	$233,873
Medicaid	79,936	(68,347)	–	11,589
Medicare	429,908	(313,177)	(1,948)	114,783
Self-pay	31,085	–	(19,660)	11,425
	$ 954,842	$(552,294)	$(30,878)	$371,670

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling $2,196 and $3,719 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2014 and 2013, respectively. In addition, a receivable amount of $674 and $1,616 was recorded within prepaid expenses and other current assets at September 30, 2014 and 2013, respectively.

(In thousands)

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	2014	2013
Health care services	$313,042	$306,213
General and administrative	62,305	59,447
Depreciation and amortization	25,397	25,047
Medicaid enhancement tax	16,437	16,541
Interest expense	4,057	4,720
	$421,238	$411,968

Fundraising related expenses were $751 and $690 for the years ended September 30, 2014 and 2013, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The cost of all such benefits provided is as follows for the years ended September 30:

	2014	2013
Community health services	$ 2,721	$ 2,627
Health professions education	3,814	4,141
Subsidized health services	27,911	23,938
Research	89	89
Financial contributions	948	1,061
Community building activities	53	45
Community benefit operations	96	49
Charity care costs (see Note 1)	16,666	13,304
	$52,298	$45,254

In addition, the Hospital incurred costs for services to Medicare and Medicaid patients in excess of the payment from these programs of $70,152 and $51,171 in 2014 and 2013, respectively.

(In thousands)

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2014	2013
Patients	14%	18%
Medicare	35	37
Anthem Blue Cross	14	12
Cigna	6	5
Medicaid	11	10
Commercial	19	17
Workers' compensation	1	1
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 37,300 in 2014 and 36,500 in 2013. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

(In thousands)

14. Fair Value Measurements (Continued)

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2014				
Cash and cash equivalents	$ 32,352	$ –	$ –	$ 32,352
Fixed income securities	46,014	–	–	46,014
Marketable equity and other securities	55,964	51,867	111,693	219,524
Inflation-protected securities and other	14,159	10,880	–	25,039
Trust funds administered by others	–	–	11,070	11,070
	$148,489	$62,747	$122,763	$333,999
2013				
Cash and cash equivalents	$ 42,702	$ –	$ –	$ 42,702
Fixed income securities	44,725	–	–	44,725
Marketable equity and other securities	69,597	43,321	80,648	193,566
Inflation-protected securities and other	11,898	4,941	–	16,839
Trust funds administered by others	–	–	10,678	10,678
	$168,922	$48,262	$ 91,326	$308,510

(In thousands)

14. Fair Value Measurements (Continued)

The System's Level 3 investments consist of so called alternative investments and trust funds administered by others. The alternative investments consist primarily of interests in limited partnership funds that are not publicly traded. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2014 and 2013:

	Trust Funds Administered by Others	Alternative Investments
Balance at September 30, 2012	$10,212	$ 69,967
Purchases	–	10,900
Sales	–	(13,167)
Net realized and unrealized gains	466	12,948
Balance at September 30, 2013	10,678	80,648
Purchases	–	27,468
Sales	–	(467)
Net realized and unrealized gains	392	4,044
Balance at September 30, 2014	$11,070	$111,693

In accordance with ASU 2009-12, *Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, the table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2014:				
Funds-of-funds	$61,418	$ –	Monthly	5 – 15 days
Funds-of-funds	50,275	–	Quarterly	45 – 90 days*
September 30, 2013:				
Funds-of-funds	$42,265	$ –	Monthly	5 – 15 days
Funds-of-funds	38,383	–	Quarterly	45 – 65 days

* $9 million subject to a one year lock-up period.

14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified as Level 2 or 3, depending on the nature of the underlying assets and valuation methodologies used as reported by the fund managers.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

14. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $111,626 and $132,106, respectively, at September 30, 2014, and $119,712 and $129,976, respectively, at September 30, 2013.

CONCORD HOSPITAL
BOARD OF TRUSTEES
2015

Name	**Mailing Address**
Philip Boulter, MD Chair	[redacted]
David Ruedig Vice Chair	UBS Financial Services [redacted]
Mary Boucher Secretary	[redacted]
Robert Steigmeyer President and CEO (ex-officio)	Capital Region Health Care Concord Hospital [redacted]
Bruce Burns Treasurer (Not a Board Member)	Chief Financial Officer Capital Region Health Care Concord Hospital [redacted]
Valerie Acres, Esq.	[redacted]
D. Thomas Akey, MD	Concord Pulmonary Medicine Pillsbury Building [redacted]
Diane E. Wood Allen, RN Chief Nursing Officer (ex-officio)	Chief Nursing Officer Concord Hospital [redacted]
Sol Asmar	[redacted]

Name	**Mailing Address**
Frederick Briccetti, MD	NH Oncology Hematology [redacted]
William Chapman, Esq.	Orr & Reno, PA [redacted]
Michelle Chicoine	CFO St. Paul's School [redacted]
Douglas Ewing, MD CH Medical Staff Pres. (ex-officio)	X-Ray Professional Assn. c/o Concord Hospital [redacted]
Christian Hallowell, MD	[redacted]
Muriel Schadee, CPA	Nathan Wechsler & Co., PA [redacted]
Robert Segal	Sanel Auto Parts [redacted]
David Stevenson, MD	Concord OB/GYN, PA [redacted]
Jeffrey Towle	[redacted]
Claudia Walker	Merrimack County Savings [redacted]

1/15 fcp

Susan Conboy
[redacted]

Education

- Granite State College *Bachelor of Science degree /Behavioral Science* Graduated with honors.
- New Hampshire Technical College *Associate of Science degree with a concentration in Substance Abuse Counseling* Member Phi Theta Kappa Society*Graduated with honors.
- North Shore Community College*Associate of Arts degree/Business Transfer* Graduated with honors.

Experience

Counselor at Substance Use Services: Concord Hospital: Concord, New Hampshire

November 2012-Present

Program Director/SENHS Multiple Offender Program: Dover, New Hampshire

December 2009-November 2012

- I provided consultation to the Executive Director and Clinical Supervisor of SENHS while the Multiple Offender Program was in the developmental stages: I designed forms, trained staff, and developed checks and balances system to ensure efficiency, and adherence to all applicable agency and administrative rules.
- I supervised 4 full time and 5 part-time staff. I reprised the duties of my former position at the Laconia Multiple Offender Program, albeit with more direct interaction with clients: teaching segments of the 65 hour education component, running group sessions, and meeting with clients in individual sessions and for Exits.
- I became very familiar with the ATR care coordination system, and skilled at inputting client information, to include ASI and GPRA. I was responsible for monitoring all aspects of aftercare and ensuring compliance.

Program Director/Multiple Offender Program: Laconia, New Hampshire
September 9, 2008-October 29, 2009

- Devised and implemented workflow methods for more efficient management of the program, while working to balance the needs of all stakeholders. This included, but was not limited to: revising forms, rewriting policies, streamlining procedures, hiring key staff, and improving communication amongst staff, and with other agencies and providers.

- Worked closely with treatment providers: with both Department of Motor Vehicles and Department of Safety (NH DMV)staff; and with representatives of the Courts.
- Restructured the aftercare component of the program in order to maximize efficiency, professionalism, and customer service.
- Supervised 30 full and part-time staff. Assessed strengths, delegated work, and provided feedback for continual process improvement for staff development. Facilitated monthly staff meetings. Provided clinical supervision for clinical staff. I supervised treatment team on a monthly basis as part of ongoing supervision for clinical staff.
- Collected and analyzed data to improve Driving While Impaired (DWI) recidivism outcomes.
- Provided input while putting together Administrative Rules for MOP; familiar with process.

March 2005-September 2008: Clinical Supervisor: State of New Hampshire,M.O.P.

March 2000-March 2005: Substance Abuse Counselor: State of New Hampshire, M.O.P.

2004-Taught IDIP classes on a part-time basis at SENHS, teaching the PRI curriculum.
1996-2000 - full time wait staff in Alton Bay, New Hampshire, while attending NHTI.
1980-1996-full time Assistant Manager for Star Market Corporation in Massachusetts, and Bake Shop Manager for a Star Market Agency store in New Hampshire.
1977-1980-Military Police, United States Army, honorably discharged.

Relevant Professional Accomplishments

- Licensed Clinical Supervisor since 2012
- Certified Public Manager (Level)-June 2007
- Adjunct Faculty Member of NHTI since 2006
- Licensed Alcohol and other Drug Counselor (LADC) since September 2004
- Impaired Driver Intervention Program (IDIP) certified since 2003
- Prevention Research Institute (PRI) certified since 2001
-

Other Accomplishments that have enhanced my professional skills

- Completed the Hospice Volunteer Training in June of 2007
- Reiki II certified since 2005

Summary

I have demonstrated outstanding communication skills, as well as organizational skills, in the positions I have been employed in over the years. I am skilled at putting together evaluations, running groups, teaching, writing case notes, and utilizing evidence-based practices. I value a good sense of humor and have a passion for learning and teaching.

Terry L. Dinan

[redacted]

Profile:

Strong organizational skills and close attention to detail, efficient multi-tasking skills, extensive customer service and phone experience and proficiency on the Microsoft platform. A rapid learner and self motivated employee.

Skills Summary:

- Dependability
- Adaptability
- Written Correspondence
- General Office Skills
- Computer Savvy
- Customer Service
- Scheduling
- Cost Consciousness
- Teamwork
- Accounting/Bookkeeping
- Front-Office Operations
- Professionalism/Ethics

Employment:

2/2000 – Present — Concord Hospital *Concord, NH*
Office Manager: Outpatient Substance Abuse Services
- Responsible for day to day operations and coordinating quality care to patients as well as promoting a positive image for the outpatient practice through patient and community contact.
- Responsible for serving as the liaison among physicians, nurse practitioners and support staff.

10/1998 – 2/2000 — Concord Hospital *Concord, NH*
Unit Secretary: The Family Place

8/1987 – 10/1998 — Concord Hospital *Concord, NH*
Unit Secretary: 5West: Inpatient Behavioral Health

12/1986 – 8/1987 — Concord Hospital *Concord, NH*
Unit Secretary: Night Float

Education:

1979 – Licensed Nursing Assistant, State of NH
1977 – High School Diploma, Kalaheo High School Kailua, HI

Monica L. Percy Edgar
[redacted]

Education/Professional Certificates

1994 – 1998

Masters in Psychiatric Nursing - Rivier College, Nashua, NH.
Focus of practicum sites:
Hospital Consultation – Dartmouth Hitchcock Medical Center, Lebanon NH
Assessment and Individual/Group therapy with co-occurring–
Substance Use Services (SUS), Concord Hospital, Concord, NH.
Psychopharmacotherapy – Concord Psychiatric Associates, Concord, NH.

1985 – 1987

B. S. in Nursing, Castleton State College, Castleton, VT.

1981 – 1984

A. D. in Nursing, Castleton State College, Castleton, VT

Certified Adult Psychiatric and Mental Health Clinical Specialist, American Nurse Credentialing Ctr

Drug Enforcement Administration (DEA) License

Licensed Advanced Practice Registered Nurse, New Hampshire

Licensed Registered Nurse, New Hampshire

Master Licensed Alcohol and Drug Counselor

Professional Experience

2010 to Present

Director, Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy, supervising of SUS clinicians, utilization review, assistant to implementation of evidence based practices, consultation for colleagues, managing daily SUS operations, educator and patient advocate.

1998 to Present

Psychiatric Nurse Practitioner, Riverbend Counseling Associates, Concord, NH.
Psychiatric evaluation and psychopharmacotherapy.

1998 to 2010

Psychiatric Nurse Practitioner, Substance Use Services, Concord Hospital, Concord, NH.
Co-occurring diagnosis evaluations, psychopharmacotherapy, facilitator of individual and group therapy utilization review, assistant to implementation of evidence based practices, consultation for colleagues, educator and patient advocate.

1996 to 1998

Case Manager for Psychiatric Partial Hospitalization Program and Outpatient Electro convulsive Therapy (ECT) patients, Concord Hospital, Concord, NH.
Developed and implemented outpatient ECT program, and case management services.

1995-1998

Substance Abuse Nurse, Fresh Start, Concord Hospital, Concord, NH.
Substance use disorders assessments, case management, and facilitator of psycho educational groups in the intensive outpatient program (IOP), Fresh Start

1991-1996

Staff Nurse, Acute Adult Psychiatric Unit, Concord Hospital, Concord, NH.

Psychiatric nursing assessment and treatment, planned and implemented therapeutic groups, Clinical II RN, Evening Senior Resource Person (RP), and coordinated unit staffing schedule.

1990 to 1991

Medical–Surgical Staff Nurse, Medical–Surgical Unit, Copley Hospital, Morrisville, VT.
Provided medical-surgical nursing care to all ages.

1989 to 1990

Charge Nurse, Long-term Geriatric Facility, McKerley Health Care Center, Laconia, NH.
Supervised and provided geriatric nursing care.

1985 to 1989

Charge Nurse, Chemical Dependency Rehabilitation, Seminole Point Hospital, Sunapee, NH.
Assessment and treatment of adult detoxification, and supervising support staff.

Honors and Professional Memberships

Member of NH Governor's Commission, Treatment and Recovery Task Force

2009 Addiction Health Services Research Award, Center Substance Abuse Treatment (CSAT)

2008 New England Addiction Leadership Institute, New Hampshire Representative

Member, New Hampshire Nurse Practitioner Association

Member, New Hampshire Alcohol and Drug Association

Member, Sigma Theta Tau, National Honor Society, Graduate Level

Seminars and in-service trainings throughout career

Randal Jacunski
[redacted]

Education/Training And Professional Credentials

- Master Licensed Alcohol and Drug Counselor
- Certified Prime For Life Instructor
- Master of Human Services
  New Hampshire College, Manchester, NH
  -Two intern field Placement for Masters Program
  Southeastern NH Service for drug and alcohol
  Dover, NH
  -B.A. Sociology
  University of New Hampshire, Durham, NH
  -Fluent In French

Professional Experience

2006- Present Substance Abuse Counselor, Concord Hospital
Fresh Start IOP Instructor
Group and Individual Therapy
Hospital Consults
Aftercare and DWI Groups

2001- 2006 Substance Abuse Counselor, State Of New Hampshire Multiple Offender Program, Laconia, NH
DWI Evaluations
Instructor of PRI Curriculum
Individual and Group Counseling

2000-2001 Mental Health Worker II
New Hampshire Hospital, Concord, NH

1987 -1987 Psychiatric Counselor
Portsmouth Pavilion, Portsmouth, NH
Hampstead Hospital, Hampstead, NH

1983 Technical Consultant USAID - Zaire

1980-1983 Peace Corps Volunteer
Appropriate Technologist - Zaire

Paul Kiernan
[redacted]

EDUCATION

Associates of Science Degree, Chemical Dependency Counseling **2008**
New Hampshire Technical Institute

SKILLS

- Fluid in providing the 12 core functions
- Hospital substance abuse consultation
- Experienced in outpatient & intensive outpatient treatment settings with diverse populations
- Skilled with motivational interviewing, motivation enhancement techniques, cognitive behavioral therapy and rational emotive behavioral therapy
- Work well as part of a treatment team
- I am bright, energetic, ethical, ambitious, motivated, personable and professional

EXPERIENCE

Concord Hospital Fresh Start Program **2015-Present**
Licensed Alcohol and Drug Counselor. Responsible for identification, clinical assessment and outpatient treatment modalities for adult patients 17 years and older seeking services for substance use disorders.
Chrysalis Recovery Center **2013-2015**
Individual counseling, substance abuse evaluations, impaired driver evaluations.

Nathan Brody Program at Horizons Counseling Center **2012-2013**
Group counseling, individual counseling, intake, assessment, psycho-educational groups, substance abuse evaluations, hospital consultation, worked as a member of the Belknap County Drug Court

Nathan Brody Chemical Dependency Program, Lakes Region General Hospital **2008-2012**
Group and individual counseling, psycho-educational groups, substance abuse evaluations, hospital consultation

Phoenix House Franklin Center **March 2008 – November 2008**
Internship completing core functions such as intake, screening, orientation, assessment, counseling, education and referral

LICENSE

NH Licensed Alcohol & Drug Counselor (LADC) **License Number 0895**
NH Board of Licensing for Alcohol & Other Drug Use Professionals

Nancy Richards Nemcovich

[redacted]

Credentials:

NH Licensed Alcohol and Drug Counselor (LADC) - # 316.

Substance Abuse Counseling Experience:

2013—Present. Concord Hospital. Licensed Alcohol and Drug Counselor. Responsible for identification, clinical assessment and outpatient treatment modalities for adult patients 17 years and older seeking services for substance use disorders.

2010 – 2013 Fulcrum Behavioral Consultants. Working with adolescents in the community and schools that have been court ordered by JPPO's to reduce potential for violence and drug abuse. Coordination between youth, families, school community and JPPO's. Complete school attendance checks, school performance assessments, curfew monitoring, drug testing. Provide behavior management strategies, healthy relationship interventions and community resource identification and referrals. Complete all reports on youth on caseload in a timely manner for case managers.

1989 – 2009 State of NH – Bureau of Drug & Alcohol Services, Multiple DWI Offender Program. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations for the courts including recommendations and referrals, completed intake/histories, made assessments on clients, facilitated group discussion and educational instruction, individual counseling, record keeping, program development, liaison with courts and other agencies and orientation and training of new counselors/interns. Reduced hours to part-time in 1999 through 2009.

2005 – 2007 Horizons Counseling Center. Licensed Alcohol and Drug Counselor. Completed substance abuse evaluations mandated by the court system in an outpatient treatment setting. Part-time.

1991 – 1992 NH Department of Corrections, Shock Incarceration Unit at NH State Prison. Curriculum development of drug and alcohol education program component, assessment, and intervention for inmates at the Shock Incarceration Program. Provided education, made recommendations for probation officials regarding the mandating of a drug treatment plan and self help group attendance for identified inmates. Provided group counseling with minimal individual counseling, including aftercare group meetings after graduation from the unit, developed assessment tools to determine the effectiveness of this program and completed reporting forms in a timely manner as necessary to measure the effectiveness of the alcohol and drug education in the program.

1990 Challenge Program. Educator with the court diversion intervention project for juvenile first offenders on topics relative to the use and abuse of alcohol and other drugs. Much of the education involved group process. Completed assessments, evaluations and

caseload of juveniles and their families. Conducted home, school and office meetings for assessment and case planning for each youth. Made necessary referrals for youths and their families, maintained active liaisons with school systems, police departments, courts and area human service providers in Sullivan County. Developed and coordinated monthly board meetings, initiated and coordinated bi-weekly clinical staff meetings, conducted presentations to various agencies, reviewed monthly program use and financial statics, supervised and supported two other staff members.

Substance Abuse Counseling Experience (continued):

1986 - 1987 Youth Services Bureau. Youth Counselor. Maintained a court diversion caseload, conducted office/home visits with clients/families, conducted school visits, prepared home reports for diversion committee, scheduled and attended hearings, facilitated in developing appropriate contracts, supervised appointments between clients, victims and/or place of community service, maintained a counseling caseload, intervened in any emergency situation and assisted in the screening process of prospective committee members.

1984 – 1986 Seminole Point Hospital. Worked as a substance abuse counselor in a residential inpatient treatment program with complete case management responsibilities, conducted group and individual counseling, maintained patient records, participated in treatment team planning, involved in crisis intervention strategies, assisted in family participation day, conducted lectures and workshops on a regular basis and addressed inappropriate behaviors by patients.

Education:

Certificate in Alcohol Counseling – NH Technical Institute, May 1985.

Bachelor of Arts – Psychology, Keene State College, May 1984.

Associate of Arts – Alcohol Studies, Keene State College, May 1984.

References:

Available upon request.

Concord Hospital

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Conboy	Counselor	$49,000	10.7 %	$5,250
Terry Dinan	Office Manager	$49,500	10.6%	$5,250
Monica Edgar	Director	$110,000	11%	$12,203
Randal Jacunski	Counselor	$50,000	10.5%	$5,250
Paul Kiernan	Counselor	$40,000	10.6%	$4,250
Nancy Nemcovich	Counselor	$48,000	10.4%	$5,000

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #106) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $260,421.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

Contractor Initials: _____
Date: 6/5/15

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: MLB
Date: 6/5/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Concord Hospital, Inc.

6/5/15
Date

NAME Robert P. Steigmeyer
TITLE President + CEO

Acknowledgement:
State of NH, County of Merrimack on June 5th 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 16, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/9/15
Date

Name: Megan A. Yaki
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: RJ
Date: 6/5/15

Exhibit A Amendment #3

Scope of Services

A. *Population Served*

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. *Required Treatment Services*

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: RDS
Date: 6/5/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: MH
Date: 6/5/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Provisions for Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

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Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

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Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $37,203.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

Contractor Initials MD

Date 6/5/15

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: MB
Date: 6/5/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials NM
Date 6/5/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

6/5/15
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

6/5/15
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/5/15
Date

Name: Robert P. Steigmeyer
Title: President + CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/5/15
Date

Name: Robert P. Steigmayer
Title: President + CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/5/15
Date

Name: Robert P. Steigmeyer
Title: President - CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Concord Hospital Inc.
The State	Name of the Contractor
Kathleen A Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Robert P. Steigmeyer
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President + CEO
Title of Authorized Representative	Title of Authorized Representative
6/5/15	6/5/15
Date	Date

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 5 day of June, 2015.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 5 day of June, 2015, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the Secretary of Concord Hospital, Inc. a corporation, and that such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(Seal)

CHRISTINA DEGATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

Christina DeGato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

Concord Hospital

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan Conboy	Counselor	$49,000	10.7 %	$5,250
Terry Dinan	Office Manager	$49,500	10.6%	$5,250
Monica Edgar	Director	$110,000	11%	$12,203
Randal Jacunski	Counselor	$50,000	10.5%	$5,250
Paul Kiernan	Counselor	$40,000	10.6%	$4,250
Nancy Nemcovich	Counselor	$48,000	10.4%	$5,000

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 250 Pleasant Street, Suite 5400, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 106) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-2990000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $223,218
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: MHS
Date: 5/21/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Concord Hospital, Inc.

5/21/2014
Date

NAME Robert P. Steigmeyer
TITLE President & CEO

Acknowledgement:
State of NH, County of Merrimack on 5/21/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

Contractor Initials:
Date: 5/21/2014

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: AD
Date: 5/21/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: MM
Date: 5/21/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf);*
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $74,406 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: [signature]
Date: 5/21/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

   A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Contractor Initials: _____
Date: 5/21/14

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

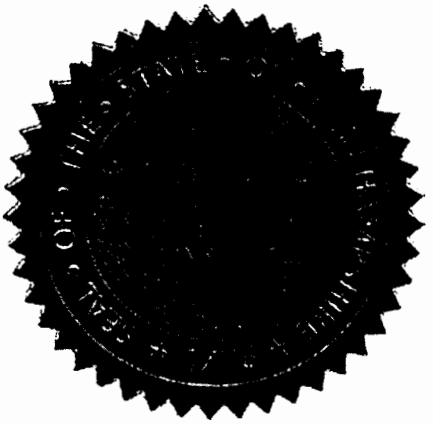
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 21 day of May, 2014.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 21st day of May, 2014, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged ~~her~~/himself to be the secretary, of Concord Hospital inc, a corporation, and that such secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

(Seal)

Christina Decato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Hospital (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 148,812.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $74,406.00"

4) **Add** Exhibit B-1 and B-2

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Concord Hospital, Inc.

5-6-13
Date

Name: Michael B. Green
Title: President + CEO

Acknowledgement:
State of NH, County of Merrimack on May 6, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Inc. Outpatient Programs

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 186,059.00	$ -	$ 186,059.00	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
2. Employee Benefits	$ 54,799.47	$ -	$ 54,799.47	$ -	$ -	$ -	$ 2,400.00	$ -	$ 2,400.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 41,000.00	$ -	$ 41,000.00	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 281,858.47	$ -	$ 281,858.47	$ -	$ -	$ -	$ 32,400.00	$ -	$ 32,400.00
Indirect As A Percent of Direct		0.0%							

Contractor Initials MS

Date 5/6/13

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Concord Hospital Inc. Intensive Outpatient program

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 166,059.00	$ -	$ 166,059.00	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00
2. Employee Benefits	$ 54,799.47	$ -	$ 54,799.47	$ -	$ -	$ -	$ 2,006.00	$ -	$ 2,006.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 73,000.00		$ 73,000.00	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 293,858.47	$ -	$ 293,858.47	$ -	$ -	$ -	$ 42,006.00	$ -	$ 42,006.00
Indirect As A Percent of Direct		0.0%							

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Michael B. Green, President
   Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 7th day of May, 2013.

(Corporate seal)

Mary Boucher
Secretary

State of NH, County of Merrimack

On this the 7th day of May, 2013, before me, Mary Boucher, the undersigned officer, personally appeared Mary Boucher, who acknowledged her/himself to be the secretary, of Concord Hospital Inc a corporation, and that such secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Mary Boucher.

IN WITNETSS WHEREOF I hereunto set my hand and official seal.

(Seal)

CHRISTINA DECATO
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC NEW HAMPSHIRE

Christina Decato
Notary Public/Justice of the Peace

My Commission expires: April 18, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 106

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Concord Hospital, Inc. (Vendor #177653 B014), 250 Pleasant Street, Concord, NH 03301, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $74,406.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$34,223.00
			Subtotal	$34,223.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$16,693.00
			Subtotal	$16,693.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$23,490.00
			Subtotal	$23,490.00
			Total	$74,406.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Concord area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Concord Hospital, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $74,406.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Concord.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name: CFS Con Hosp Fam 1st FIT Easter Seals FOR-NH GC HOC GNCA Headrest Horizons MHCGM MFS NHS Phoenix NCADD SENHS TYC Tri-CAP NESCT
Contract Purpose: TX&RSS
RFP Score Summary

RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.50	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	5.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00

BUDGET REQUEST	$120,256	$55,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$295,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED	$86,303	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tom Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	OCYF	
4	Bernie Bluhm	Prog. Planner Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hesselfort	Internal Auditor 1	BDAS/FBO	
9	Lindy Keller	Administrator 1	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanahan	Administrator 1	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator 1	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator 1	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Concord Hospital, Inc.		**1.4 Contractor Address** 250 Pleasant Street, Suite 5400, Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000 x4039	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $74,406.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Michael B Green		**1.12 Name and Title of Contractor Signatory** Michael B Green, President	

1.13 Acknowledgement: State of NH, County of Merrimack

On 5/23/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Rebecca G. Webster

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Rebecca G. Webster
Notary

6/27/12

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY
6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: KBS
Date: 5/23/2012

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: [signature]
Date: 5/23/2012

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Concord Hospital, Inc.

ADDRESS: 250 Pleasant Street, Suite 5400, Concord, NH 03301

EXECUTIVE DIRECTOR: Monica Edgar, APRN, MLADC
TELEPHONE: 603-227-7000 x4039

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum Number of clients to be served during the contract period	$ Awarded
Outpatient	.43	Concord	13	$32,400
Intensive Outpatient	.56	Concord	11	$42,006
Group – Recovery Support Services *			12	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and

injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:
Breathe New Hampshire

145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care

coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with

BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm .

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of

		service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.

2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME:

(a) Concord Hospital, Inc.

ADDRESS: 250 Pleasant Street, Suite 5400, Concord, NH 03301

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Monica Edgar, APRN, MLADC
TELEPHONE: 603-227-7000 x4039

Vendor #177653-B014

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 23,490.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 16,693.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 34,223.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $74,406.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds

per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. **Utilization Access and Retention Payment Criteria Requirement**

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. **Failure to Meet Deliverables:**

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. *Allocation of Funding:*

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(b) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location) 250 Pleasant Street, Concord, NH 03301

Check ☐ if there are workplaces on file that are not identified here.

Concord Hospital, Inc. **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

(1) Contractor Name Concord Hospital Inc. *Period Covered by this Certification*

Michael B Green, President

(2) Name and Title of Authorized Contractor Representative

[signature] 5/23/2012

(3) Contractor Representative Signature *Date*

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

President

Contractor Signature — Contractor's Representative Title

Concord Hospital, Inc. — 5/23/12

Contractor Name — Date

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Michael B. Green — President

Contractor Signature — **Contractor's Representative Title**

Concord Hospital, Inc. — 5/23/2012

~~**Contractor Name**~~ — **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	President
Contractor Signature	**Contractor's Representative Title**
Concord Hospital, Inc.	5/23/2012
Contractor Name	**Date**

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NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

[signature]	President
Contractor Signature	Contractor's Representative Title
Concord Hospital, Inc.	5/23/2012
Contractor Name	Date

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STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Concord Hospital, Inc.
The State Agency Name	Name of Contractor
Nancy L. Rollins	Michael B Green
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Michael B Green
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)	Michael B Green, President (Authorized Contractor Representative Name & Title)
Concord Hospital, Inc. (Contractor Name)	5/23/2012 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073977399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

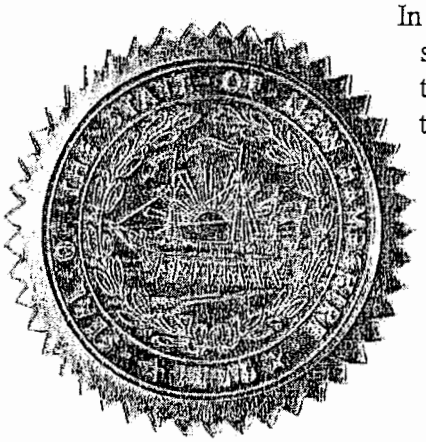
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following person lawfully occupies the office indicated below:

   Michael B. Green, President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 23 day of May, 2012.

(Corporate seal, if any)

Mary Boucher
Secretary

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #100) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $121,227.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: IVRT
Date: 7/22/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/24/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Families First of the Greater Seacoast

7/22/15
Date

NAME
TITLE Executive Director

Acknowledgement:
State of NH, County of Rockingham on 7/22/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or ~~Justice of the Peace~~

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yount
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials LMT
Date 7/22/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $14,461.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

Contractor Initials _____
Date 7/22/15

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.

ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families First of the Greater Seacoast
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/22/15:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22 day of July, 2015.
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 22nd day of July, 2015,

By Linda Sanborn.
(Name of Elected Officer of the Agency)

Karen H. Foley
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KAREN H. FOLEY
Notary Public - New Hampshire
My Commission Expires June 4, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Tobey & Merrill Insurance
20 High Street
Hampton NH 03842-2214

CONTACT NAME: Edward Jackson
PHONE (A/C, No, Ext): (603) 926-7655 FAX (A/C, No): (603) 926-2135
E-MAIL ADDRESS: edward@tobeymerrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Indemnity	18333
INSURER B: Peerless Insurance Company	24198
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Families First of the Greater Seacoast
100 Campus Dr Ste 12
Suite 12
Portsmouth NH 03801

COVERAGES CERTIFICATE NUMBER: CL1512103505 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			BOP8358757	12/29/2014	12/29/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA5375202	12/29/2014	12/29/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CU8353458	12/29/2014	12/29/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5055429	12/29/2014	12/29/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dean Merrill CIC/LSA

Families First

support for families...health care for all

Mission Statement

Families First Health and Support Center contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.

Vision Statement

We envision a strong community that provides fully for the health and well-being of all its members.

Guiding Principles

Families First will:

- offer a broad array of health and family services to meet evolving community needs;
- meet a standard of excellence in all services;
- ensure that no one is turned away due to inability to pay;
- treat clients respectfully and with concern for dignity;
- integrate services wherever possible;
- partner with other organizations to help realize our vision.

Families First

of the Greater Seacoast

Financial Report

June 30, 2014

CONTENTS

MACPAGE

Independent Auditors' Report

To the Board of Directors
Families First of the Greater Seacoast
Portsmouth, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Families First of the Greater Seacoast (a nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Families First of the Greater Seacoast

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America

Macpage LLC

South Portland, Maine
December 9, 2014

Statements of Financial Position

June 30,

	2014	2013
ASSETS		
Current Assets		
Cash (note 2)	$ 172,728	$ 74,547
Cash, fiscal agent (note 9)	195	195
Grants receivable (note 3)	117,416	67,300
Accounts receivable, (notes 1 and 4)	175,066	131,560
Current portion of pledges receivable (notes 1 and 5)	237,990	336,748
Other receivables (note 6)	2,776	26,620
Prepaid expenses	31,035	15,133
Total Current Assets	737,206	652,103
Cash, restricted for capital purposes	227,720	
Pledges Receivable, net of current portion (notes 1 and 5)	370,000	
Property and Equipment, Net (notes 1 and 7)	282,850	247,992
Investments		
Endowment (notes 8 and 19)	1,537,015	1,392,530
Board designated	780	66,360
Total Investments	1,537,795	1,458,890
Total Assets	$ 3,155,571	$ 2,358,985
LIABILITIES AND NET ASSETS		
Current Liabilities		
Line of credit	$ 243,849	
Accounts payable	116,956	$ 85,519
Accrued expenses	312,264	287,904
Amount due, fiscal agent (note 9)	195	195
Deferred revenue	11,780	24,476
Total Current Liabilities	685,044	398,094
Net Assets		
Unrestricted	(7,062)	177,628
Temporarily restricted (notes 8 and 12)	1,276,902	583,076
Permanently restricted (notes 8 and 13)	1,200,687	1,200,187
Total Net Assets	2,470,527	1,960,891
Total Liabilities and Net Assets	$ 3,155,571	$ 2,358,985

Statements of Activities

Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	$ 1,222,353	$ 1,672,695	$ 500	$ 2,895,548
Grants and contracts	992,590			992,590
Total public support	2,214,943	1,672,695	500	3,888,138
Revenues				
Patient service revenue (note 11)	1,623,471			1,623,471
Provision for bad debt	(37,860)			(37,860)
Net patient service revenue	1,585,611			1,585,611
Investment income - endowment (note 8)		26,990		26,990
Investment income - board designated	899			899
Gain on investments - endowment (note 8)		176,668		176,668
Gain on investments - board designated	4,545			4,545
Miscellaneous	43,752			43,752
Total revenue	1,634,807	203,658		1,838,465
Public support and revenues	3,849,750	1,876,353	500	5,726,603
Net Assets Released from Restrictions	1,182,527	(1,182,527)		
TOTAL PUBLIC SUPPORT AND REVENUES	5,032,277	693,826	500	5,726,603
EXPENSES				
Program services	4,511,400			4,511,400
Management and general	527,250			527,250
Fundraising	178,317			178,317
Total expenses	5,216,967			5,216,967
CHANGE IN NET ASSETS	(184,690)	693,826	500	509,636
NET ASSETS, BEGINNING OF YEAR	177,628	583,076	1,200,187	1,960,891
NET ASSETS, END OF YEAR	$ (7,062)	$ 1,276,902	$ 1,200,687	$ 2,470,527

The accompanying notes are an integral part of these financial statements.

Statements of Activities - Continued

Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	$ 1,404,161	$ 640,797		$ 2,044,958
Grants and contracts	940,575			940,575
Total public support	2,344,736	640,797		2,985,533
Revenues				
Patient service revenue (note 11)	1,577,353			1,577,353
Provision for bad debt	(43,860)			(43,860)
Net patient service revenue	1,533,493			1,533,493
Investment income - endowment (note 8)		42,953		42,953
Investment income - board designated	2,322			2,322
Gain on investments - endowment (note 8)		135,824		135,824
Gain on investments - board designated	1,630			1,630
Miscellaneous	82,505			82,505
Total revenue	1,619,950	178,777		1,798,727
Public support and revenues	3,964,686	819,574		4,784,260
Net Assets Released from Restrictions	654,433	(654,433)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,619,119	165,141		4,784,260
EXPENSES				
Program services	4,365,565			4,365,565
Management and general	540,959			540,959
Fundraising	157,595			157,595
Total expenses	5,064,119			5,064,119
CHANGE IN NET ASSETS	(445,000)	165,141		(279,859)
NET ASSETS, BEGINNING OF YEAR	622,628	417,935	$ 1,200,187	2,240,750
NET ASSETS, END OF YEAR	$ 177,628	$ 583,076	$ 1,200,187	$ 1,960,891

The accompanying notes are an integral part of these financial statements

Statements of Cash Flows

Years ended June 30,

	2014	2013
Cash flows from operating activities		
Change in net assets	**$ 509,636**	$ (279,859)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	**72,007**	98,920
Contribution for capital purposes	**(339,980)**	
Gain on investments	**(181,213)**	(137,454)
Provision for bad debt	**37,860**	43,860
(Increase) decrease in operating assets:		
Cash, fiscal agent		3,000
Grants receivable	**(50,116)**	(7,035)
Accounts receivable	**(81,366)**	(41,318)
Pledges receivable	**(271,242)**	(29,435)
Other receivable	**23,844**	26,378
Prepaid expenses	**(15,902)**	5,016
Increase (decrease) in operating liabilities:		
Accounts payable	**31,437**	21,602
Accrued expenses	**24,360**	63,240
Amount due, fiscal agent		(3,000)
Deferred revenue	**(12,696)**	(89,098)
Total adjustments	**(763,007)**	(45,324)
Net cash flows from operating activities	**(253,371)**	(325,183)
Cash flows from investing activities:		
Purchase of property and equipment	**(106,865)**	(10,186)
Purchase of investments	**(1,666,920)**	
Proceeds from sale of investments	**1,769,228**	8,420
Net cash flows from investing activities	**(4,557)**	(1,766)
Cash flows from financing activities:		
Net borrowings from line of credit	**243,849**	
Contribution received for capital purposes	**339,980**	
Net cash provided by financing activities	**583,829**	
Net change in cash and cash equivalents	**325,901**	(326,949)
Cash and cash equivalents at beginning of year	**74,547**	401,496
Cash and cash equivalents at end of year (includes cash restricted for capital purposes)	**$ 400,448**	$ 74,547
Supplemental disclosure of cash flow information:		
Interest paid during year	**$ 4,410**	

The accompanying notes are an integral part of these financial statements

Statements of Functional Expenses

Year Ended June 30, 2014

	Health Services		
	Primary Care	Dental	Homeless
Salaries	$ 1,526,223	$ 522,216	$ 519,374
Payroll taxes/benefits	246,147	80,156	71,685
Professional fees/contract labor	129,376	16,820	57,381
Medical/laboratory costs	128,080	58,731	29,531
Physicians/dentists	108,742	36,213	51,106
Office	19,844	11,146	47,935
Miscellaneous	21,006	3,458	5,597
Travel	3,510	896	23,553
Conferences	5,648	2,702	6,706
Dues/publications	7,718	1,354	1,470
Depreciation	7,341	23,298	16,432
Rent (note 15)	62,027	11,143	5,200
Telephone	5,569	771	3,465
Postage	361	6	6
Insurance	8,500	2,362	3,979
Printing	2,864	981	908
Computer operations	53,146	19,397	21,551
Flexible funds			
Program expenses	50,589	4,742	7,369
	$ 2,386,691	$ 796,392	$ 873,248

The accompanying notes are an integral part of these financial statements

Statements of Functional Expenses - Continued

Year Ended June 30, 2014

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	$ 258,228	$ 2,826,041	$ 332,596	$ 132,576	$ 3,291,213
Payroll taxes/benefits	44,320	442,308	47,962	25,262	515,532
Professional fees/contract labor	37,225	240,802	22,479	24	263,305
Medical/laboratory costs	2	216,344			216,344
Physicians/dentists		196,061			196,061
Office	13,158	92,083	22,134	3,532	117,749
Miscellaneous	728	30,789	32,207	4,657	67,653
Travel	14,351	42,310	3,020	298	45,628
Conferences	337	15,393	548		15,941
Dues/publications	493	11,035	7,833	50	18,918
Depreciation	216	47,287	24,720		72,007
Rent (note 15)	45,437	123,806			123,806
Telephone	3,671	13,476	475		13,951
Postage	4	377	20,567	1,486	22,430
Insurance	1,500	16,341	9,404		25,745
Printing	402	5,155	592	9,040	14,787
Computer operations	9,130	103,225	2,263	377	105,865
Flexible funds	24,460	24,460			24,460
Program expenses	1,407	64,107	450	1,015	65,572
	$ 455,069	$ 4,511,400	$ 527,250	$ 178,317	$ 5,216,967

Statements of Functional Expenses

Year Ended June 30, 2013

	Health Services		
	Primary Care	Dental	Homeless
Salaries	$ 1,443,761	$ 482,291	$ 405,383
Payroll taxes/benefits	261,220	83,963	53,403
Professional fees/contract labor	127,444	17,482	62,463
Medical/laboratory costs	121,902	70,854	26,352
Physicians/dentists	170,970	28,710	33,538
Office	15,862	8,210	55,195
Miscellaneous	10,242	1,979	272
Travel	3,107	608	21,655
Conferences	10,587	924	883
Dues/publications	5,322	2,370	1,605
Depreciation	8,458	25,453	17,212
Rent (note 15)	63,613	9,424	3,534
Telephone	4,456	650	811
Postage	436	6	3
Insurance	38,883	8,058	5,665
Printing	3,274	480	405
Computer operations	58,889	14,049	14,701
Flexible funds Program expenses	49,054	5,949	6,361
	$ 2,397,480	$ 761,460	$ 709,441

The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year Ended June 30, 2013

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	$ 278,483	$ 2,609,918	$ 318,984	$ 121,609	$ 3,050,511
Payroll taxes/benefits	51,340	449,926	52,532	17,925	520,383
Professional fees/contract labor	40,185	247,574	33,968		281,542
Medical/laboratory costs		219,108			219,108
Physicians/dentists		233,218			233,218
Office	14,135	93,402	20,110	2,641	116,153
Miscellaneous	505	12,998	25,577	638	39,213
Travel	14,135	39,505	2,394	316	42,215
Conferences	1,607	14,001	994	2,893	17,888
Dues/publications	380	9,677	8,556	1,065	19,298
Depreciation	436	51,559	47,361		98,920
Rent (note 15)	41,231	117,802			117,802
Telephone	3,363	9,280	766		10,046
Postage	11	456	18,126	1,138	19,720
Insurance	6,523	59,129	7,099		66,228
Printing	860	5,019	1,206	7,639	13,864
Computer operations	13,109	100,748	2,907	727	104,382
Flexible funds	25,756	25,756			25,756
Program expenses	5,125	66,489	379	1,004	67,872
	$ 497,184	$ 4,365,565	$ 540,959	$ 157,595	$ 5,064,119

The accompanying notes are an integral part of these financial statements

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Families First of the Greater Seacoast (the Organization) was organized in 1986 to provide health care services for pregnant low income women and teenagers. Since that time, it has expanded to include comprehensive medical and family support services for all family members, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs. A Board of Directors, consisting of members of the surrounding communities, directs long-term operations of the Organization, with an executive director handling day-to-day activities. The Organization is a Federally Qualified Health Center

Basis of Presentation

The financial statements of the Organization have been prepared using the accrual method of accounting in accordance with professional standards. Under these standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Organization has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Organization. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Organization.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period Actual results could differ from the estimates

Net Patient Service Revenue

Revenue is recorded at the Organization's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see note 11).

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Grants and Contracts

The Organization receives funding from the federal Public Health Service Agency for its homeless and healthcare program under a Bureau of Primary Health Care (BPHC) grant program.

Support received under other grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Deferred Revenue

Deferred revenue represents grant and contract funds received for which grant and contract revenue has not been earned.

Contributions

Contributions, including pledges, are recognized as revenues in the period received or pledged. The Organization reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

An allowance for uncollectible pledges is provided based on historical experience and management's evaluation of outstanding pledges at the end of each year. As of June 30, 2014 and 2013, the allowance for uncollectible unconditional promises to give was $2,000, respectively.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Investment Income

Income and net unrealized and realized gains or losses on investments of endowment and similar funds are reported as follows:

- as increases in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the income; or
- as increases in permanently restricted net assets if the terms of the gift require that they be added to the principal of a permanent endowment fund; if not, they are reported as temporarily restricted net assets; or
- as increases in unrestricted net assets in all other cases

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2014 and 2013, the allowance for doubtful accounts was $51,984 and $52,289, respectively.

In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Organization's allowance for doubtful accounts for self-pay patients was increased from 48% of self-pay accounts receivable at June 30, 2013, to 51% of self-pay accounts receivable at June 30, 2014. In addition, the Organization's self-pay write-offs decreased $6,000 from $43,860 for fiscal year 2013 to $37,860 for fiscal year 2014. Both were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2014. The Organization has not changed its charity care or uninsured discount policies during fiscal years 2014 and 2013. The Organization does not maintain a material allowance for doubtful accounts from third-party payors, nor did it have significant write-offs from third-party payors.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives ranging from three to thirty years.

Investments

Investments are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

The Organization's investment policy and spending policy for permanently restricted and board designated investments is as follows:

Endowment Policy

- The primary investment objective for endowment funds is to preserve and protect assets by earning a total return appropriate for each account. In doing so, the Organization will consider each accounts time horizon, liquidity needs, risk tolerance, and restrictions.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Investment Objectives

- The Finance Committee of the Board of Directors has authorized the investment advisor to invest in portfolios of equity securities, fixed income securities, and short-term (cash) investments.
- Within the fixed income portfolio, the majority of assets should be investment grade or better, with below investment grade exposure not to exceed 15%.
- Endowment funds designated for restriction by the Board of Directors will maintain a mix of 20%-40% equity securities, 10%-35% fixed income securities, and 0%-20% short-term investments. Donor restricted funds will maintain a mix of 10%-35% equity securities, 65%-80% fixed income securities, and 0%-20% short-term investments.
- The investment advisor will maintain reasonable diversification at all times. Equity positions of any one company may not exceed 5% of the portfolio, nor shall the portfolio have more than 25% of the entire portfolio in any one sector.
- The Finance Committee will meet with the investment advisor no less than annually to review performance, investment objectives, and asset allocation.

Spending Policy

- The Board of Directors has established an endowment spending policy of appropriating for distribution each year 5% of the endowment fund's average fair market value over the prior 20 quarters.

Income Taxes

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made. The Organization is not classified as a private foundation.

Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that required adjustment to the financial statements. When necessary, the Organization accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Organization does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next 12 months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2011 through June 30, 2014.

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Organization uses various methods, including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.

- Level 2 – Observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.

- Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation

  In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

  For the years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent The following is a description of the valuation methodologies used for instruments measured at fair value:

  Investment Securities

  The fair value of investment securities is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument (see note 19)

NOTE 2 – CASH AND CASH EQUIVALENTS

The Organization maintains cash balances at two local financial institutions These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 The Organization has established a policy where excess cash is transferred between accounts at separate financial institutions to maintain balances within FDIC insured limits

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 3 – GRANTS RECEIVABLE

Grants receivable as presented on the statements of financial position represent payment due on grants from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2014 and 2013.

NOTE 4 – ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2014	2013
Medicaid	$ 80,870	$ 44,717
Medicare	26,615	26,174
Private insurance	51,126	37,850
Patients	65,062	70,978
Other	3,377	4,130
	227,050	183,849
Less allowance for doubtful accounts	(51,984)	(52,289)
	$175,066	$131,560

NOTE 5 – PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30:

	2014	2013
Unrestricted bequest	$350,000	
Unrestricted pledges	259,990	$338,248
Endowment pledges	-	500
	609,990	338,748
Less allowance for uncollectible promises to give	(2,000)	(2,000)
	$607,990	$336,748
Amounts due in:		
Less than one year	$239,990	$338,748
One to five years	370,000	-
	$609,990	$338,748

The discount rate was not material and, therefore, not applied in 2014 or 2013.

NOTE 6 – OTHER RECEIVABLES

The Organization renders services to individuals who are beneficiaries of the Federal Medicare and Medicaid programs. Charges for services to beneficiaries of these programs were billed to the Medicare and Medicaid intermediary. Settlements for differences between the interim rates paid by Medicare and the Organization's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from Medicare are reflected in the accompanying financial statements as other receivables and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered. Any adjustments to the estimates are recorded as adjustments to patient service revenue in the year of final determination. For years prior to July 1, 2011, the Organization was also required to file Medicaid cost reports. All outstanding Medicaid cost settlements are final.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 7 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2014	2013
Equipment	$722,325	$615,461
Furniture and fixtures	44,178	44,178
Leasehold improvements	179,031	179,031
	945,534	838,670
Less: accumulated depreciation	(662,684)	(590,678)
	$282,850	$247,992

NOTE 8 – INVESTMENTS – ENDOWMENT

The Organization's Board of Directors has interpreted state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. Accordingly, the Organization classifies as permanently restricted net assets (a) the original value of the gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization.

Investments are reported at their fair value and consist of the following at June 30:

	2014	2013
Money Market Funds	$ 151,671	
Mutual funds - other	1,385,344	$1,392,530
	$1,537,015	$1,392,530

Endowment net assets by type of fund are as follows:

June 30, 2014	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Donor restricted endowment funds		$336,494	$1,200,521	$1,537,015
June 30, 2013				
Donor restricted endowment funds		$192,509	$1,200,021	$1,392,530

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 8 – INVESTMENTS - ENDOWMENT – CONTINUED

Changes in endowment net assets for the year ended June 30, 2014 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		$ 192,509	$1,200,021	$1,392,530
Investment return:				
Additions			500	500
Investment income		26,990		26,990
Net gains		176,668		176,668
Release of funds		(59,673)	-	(59,673)
Totals		$336,494	$1,200,521	$1,537,015

Changes in endowment net assets for the year ended June 30, 2013 are as follows.

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		$ 67,427	$1,200,021	$1,267,448
Investment return.				
Additions		1,000		1,000
Investment income		42,953		42,953
Net gains		135,824		135,824
Release of funds		(54,695)	-	(54,695)
Totals		$192,509	$1,200,021	$1,392,530

NOTE 9 – AMOUNT DUE – FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the year ended June 30, 2013, the Organization had received $6,000 from event proceeds and had paid $9,000 in scholarships, donations, and other administrative expenses. There was no activity during the year ended June 30, 2014. The remaining $195 as of June 30, 2014 and 2013, respectively, is included in the statements of financial position as a current asset (cash, fiscal agent) and current liability (amount due, fiscal agent).

NOTE 10 – LINE OF CREDIT

The Organization has a $250,000 commercial line of credit with TD Bank. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2014 and 2013, respectively) until May 23, 2015. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Balance due on the line at June 30, 2014 was $243,849.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 11 – CLIENT SERVICE REVENUE

The Organization recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Organization records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2014	2013
Gross patient service charges	**$3,320,218**	$3,135,768
Contractual adjustments	**(218,033)**	(205,230)
Charity care	**(1,478,714)**	(1,353,185)
Patient service revenue	**$1,623,471**	$1,577,353

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Organization uses federally established poverty guidelines. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Organization determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2014 and 2013 were approximately $1,971,000 and $1,830,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are charged off to provision for bad debt

NOTE 12 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30

	2014	2013
Unrestricted pledges receivable	**$607,990**	$337,248
Endowment gains	**336,494**	192,509
Dental and homeless programs	**24,038**	29,598
Mobile medical clinic	**234,118**	
Other	**74,262**	23,721
	$1,276,902	$583,076

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 13 – PERMANENTLY RESTRICTED NET ASSETS

During the year ended June 30, 1999, the Organization established a permanently restricted endowment fund as a result of a donor changing their intent on a previous contribution

During the year ended June 30, 2004, the Organization received a challenge contribution from a donor. The donor stipulated that the funds were to be added to the Organization's permanently restricted endowment fund and that the annual interest earned was available for current operations. In conjunction with receipt of this contribution, the Organization conducted a capital campaign Donors were advised that contributions received would be added to the endowment fund and that 100% of the annual income would be available for current operations.

NOTE 14 – DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2014 and 2013. Donated supplies and services are recorded at their estimated fair values on the date of receipt. In-kind contributions are included in contributions in the statements of activities and in-kind expenses are included in the corresponding functional expense line in the statements of functional expenses. Donated supplies and services consisted of the following for the years ended June 30:

	2014	2013
Professional physician and dental services	$ 59,256	$ 56,313
Medical supplies and vaccines	106,969	136,320
Volunteer services	99,169	92,407
	$265,394	$285,040

NOTE 15 – LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was $10,009 for the first four months of the current year; the monthly rent increased to $10,471 for the remainder of the current year, and rent paid was $123,806 and $117,802 for the years ended June 30, 2014 and 2013, respectively. The current lease term expires on October 31, 2015. Lease expense includes a charge per square foot for utilities and housekeeping services.

The Organization leases office equipment under terms of noncancellable operating leases expiring at various times. Lease expenses, included in office expense, were $14,203 and $11,762 during the years ended June 30, 2014 and 2013, respectively.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2015	$43,980
2016	2,342
2017	2,342
2018	2,342
2019	1,756
	$52,762

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 16 – PENSION PLAN

The Organization sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2014 and 2013.

NOTE 17 – FUNCTIONAL EXPENSES

The Organization's principle programs are as follows:

Primary Care Program

The purpose of this program is to provide comprehensive medical care to families of the community on a sliding fee scale basis. Services provided include well and sick child care, immunizations, adult care, laboratory testing, social services and counseling, substance abuse counseling and smoking cessation programs.

This program provides access to comprehensive prenatal care. Pregnant women who live at 185% of poverty level or below, and all teens, who reside in the community are eligible to participate in this program. Some of the services provided are medical care, laboratory testing, infant delivery, social services and counseling, nutritional counseling, childbirth, breastfeeding and parenting education, substance abuse counseling and smoking cessation programs.

This program also includes a medication assistance program, which provides uninsured and under-insured patients with vouchers to obtain low cost short-term prescriptions and helps the patients enroll for assistance from pharmaceutical companies to obtain long-term medication for chronic conditions.

Dental Program

This program provides access to comprehensive dental health services to families of the community on a sliding scale basis. Services include oral health screening, preventative and restorative care.

Homeless Program

This program provides a healthcare access point that includes medical and dental care for individuals and families experiencing or on the verge of homelessness in a two county area of New Hampshire. A mobile healthcare team provides outreach and health services to individuals and families unable to receive these services in a more traditional health care setting

Family Support Programs

These programs were designed to strengthen and support families. Families, who reside in Rockingham County, or Eliot, York and Kittery, Maine, regardless of income, are eligible to participate in these programs. Services provided include volunteer parent aide program, drop-in family support center, parenting classes, mothers' support groups, fathers' support programs, parent/toddler playgroups, children's activity groups, and a monthly newsletter to provide information about available resources for families

Family Resource and Support (DCYF)

The Family Resource and Support Program provides home based family support services and child care coordination and payment

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 18 – RISKS AND UNCERTAINITIES

The Organization invests in various investment securities and money market funds. Due to the level of risk associated with investments, it is reasonably possible that changes in the value of investments will occur in the near term and that such changes could materially affect the amount reported in the statements of financial position

NOTE 19 – FAIR VALUE MEASUREMENT

Fair values of assets measured on a recurring basis at June 30, 2014 are as follows:

		Fair Value Measurements at Reporting Date Using		
	Fair Value	**(Level 1)**	**(Level 2)**	**(Level 3)**
Money Market Funds	**$ 152,451**	**$ 152,451**		
Bond Funds	**419,574**	**419,574**		
Equity Funds	**965,770**	**965,770**		
Totals	**$1,537,795**	**$1,537,795**		

Fair values of assets measured on a recurring basis at June 30, 2013 are as follows:

		Fair Value Measurements at Reporting Date Using		
	Fair Value	(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	$ 200,963	$156,107	$ 44,856	
Problend Maximum Term Series Fund	474,600	354,724	119,876	
Problend Extended Term Series Fund	783,327	374,210	409,117	
Totals	$1,458,890	$885,041	$573,849	

NOTE 20 – COMMITMENT LIABILITY

A contract to purchase a vehicle has been signed totaling approximately $270,000 for a mobile medical clinic. The remaining commitment at June 30, 2014 was approximately $160,000.

NOTE 21 – EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 9, 2014, the date the financial statements were available to be issued.

Families First Board of Directors 2014-2015

	First	Name	Board Position
1	Linda	Sanborn	Chair
2	Tom	Newbold	Vice Chair
3	Kristen	Hanley	Secretary
4	Mike	Burke	Treasurer
5	Karin	Barndollar	
6	Marsha	Filion	
7	Barbara	Henry	
8	Jack	Jamison	
9	Sarah	Knowlton	
10	Josephine	Lamprey	
11	Patricia	Locuratolo, MD	
12	Kathleen	MacLeod	
13	Ronda	MacLeod	
14	David	McNicholas	
15	John	Pelletier	
16	Donna	Ryan	
17	Mary	Schleyer	
18	Dan	Schwarz	
19	Peter	Whitman	

HELEN B. TAFT
[redacted]

OBJECTIVE: A position as Administrator in the human services or health care fields.

PROFILE:

- Highly developed research and writing skills with emphasis on analysis and evaluation
- Excellent academic record
- Strong verbal communication and group discussion skills
- Experienced interpersonal skills
- Long-term commitment to community service

EDUCATION:

University of New Hampshire
Masters of Public Administration, 1989
Certificate of Paralegal Studies, 1982
Smith College
B.A. (Government) 1966

PROFESSIONAL EXPERIENCE:

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH
Executive Director Dec.1989 – Present
FOUNDATION FOR SEACOAST HEALTH, Portsmouth, N.H
Administrative Intern Jan. -June 1989
HARVEY AND MAHONEY LAW OFFICES, Manchester, NH
Paralegal 1982 -1988

VOLUNTEER LEADERSHIP EXPERIENCE:

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE 1972 –1992
President; First Vice-President; Board of Directors; Chair, Long ,Range Planning Committee; Chair, Advocacy Committee; President, Manchester Regional Executive Committee
UNITED WAY OF MANCHESTER 1985 -1988
Board of Directors; Chair, Campaign Phonothon; Venture Grant Committee
MANCHESTER LEAGUE OF WOMEN VOTERS 1973 -1978
President; Board of Directors
GREATER SEACOAST UNITED WAY 1997 -1999
Board of Directors

REFERENCES: Furnished upon request.

David C. Choate
[redacted]

PROFESSIONAL OBJECTIVE

A position in **Senior Financial Management** providing the opportunity to make a strong contribution to organizational goals though continued development of professional management and financial skills.

QUALIFICATIONS PROFILE

Experience/ Skills:

Chief Financial Officer: Assure the financial integrity of the agency.

Related skills and practices include:

- Preparing and monitoring required financial statements and reports
- Developing and revising comprehensive annual agency budgets
- Developing and updating the Administrative and Fiscal Internal Control Policies and Procedures Manual
- Supervising support staff which includes: payroll, accounts payable, accounts receivable, finance clerk, network administrator, receptionist and building maintenance
- Advising agency management and the Board of Directors in regards to fiscal planning, cost analysis auditing systems and financial reporting requirements
- Acting as the lead administrative staff for banking and investment functions, grant management and auditing functions; i.e. external and funding sources
- Reviewing and analyzing plant and equipment needs and negotiating the purchase of major equipment and financing

Computers:

- Windows-based PC's with various accounting software including Microsoft Great Plains Solomon
- Equation Solvers: Microsoft Office: Word, Excel and Outlook

Administration:

- Ensuring compliance with all applicable laws, standards, and reporting requirements of funding sources
- Preparing grant financial reports and documentations

Education:

Master Degree in Business Administration, 1989
Southern New Hampshire University – Manchester, New Hampshire

Bachelor of Science Degree in Business Administration-Accounting, 1974
Thomas College – Waterville, Maine

Accomplishments/Strengths:

- Extensive accounting, auditing and management consulting skills
- Excellent troubleshooting and analytical skills
- Well organized and proficient with details
- Excellent interpersonal and team skills

PROFESSIONAL EXPERIENCE

January 2008 to present

FAMILIES FIRST OF THE GREATER SEACOAST, Portsmouth, NH

Finance Director

July 2000 to June 2007

INDEPENDENCE ASSOCIATION, INC, Brunswick, Maine

Director of Finance & Administration

An agency that provides residential housing and day programs to adults and children with disabilities.

Accomplishments:

- Streamlined and updated audit procedures to assure successful audits
- Responsible for smooth computer conversion to Great Plains Solomon accounting software
- Maintained and increased profits from services

November 1995 to July 2000

METHODIST CONFERENCE HOME, INC, Rockland, Maine

Finance Manager

A senior housing agency with programs such as housing services, housing management, senior citizen meals and regional transportation.

Accomplishments:

- Involved in obtaining finance and operating funds to build an upscale senior housing facility
- Instituted financial administrative policies
- Obtained line of credit for operations.
- Computerized the accounting systems

May 1988 to November 1995

PROFESSIONAL MANAGEMENT ASSOCIATES, Portland, Maine

Partner and Management Consultant

A business offering a wide range of management and accounting services to professionals and small to medium-sized business, both non-profit and for profit.

Clientele:

- Small to mid-size business, i.e. food industry and pharmacies
- Health care providers; i.e. physicians, dentists, chiropractors, hospitals and veterinarians.

Accomplishments:

- Increased profits for companies through new financial management policies and procedures.

— Excellent references are available upon request —

Peter Y. Fifield MS, LCMHC

Work Experience

Behavioral Health Manager 2012-Present
Integrated Behavioral Health Specialist 2008-2012
Families First Health and Support Center *Portsmouth, NH*

- Responsible for start up of Behavioral Health Specialist position including operation flow and client evaluation and treatment protocols
- Counseling therapist for low income individuals utilizing brief solution focused therapy for mental health and substance abuse needs
- Research manager for Antioch New England Integration Research Project
- Member of Quality Improvement Team
- Supervisor for Home Visiting Program
- Member of regional partnerships for network collaborative
- Participant in regional service gap analysis
- Consultant for integrated primary care services in our service area
- Responsible for integration of behavioral health across all Families First Programs
- Responsible for clinical supervision and training of behavioral health team members

Integrated Behavioral Health Specialist 2006-2008
Summit Community Care Clinic *Frisco, CO*

- Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing motivational interviewing and solution focused and cognitive behavioral therapy
- Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project
- Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project

Mental Health and Substance Abuse Therapist 2006-2008
Colorado West Mental Health *Frisco, CO*

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individuals and groups treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Out Patient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

Wilderness Therapist/Facilitator 1998-2004
Breckenridge Outdoor Education Center *Breckenridge, CO*

- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, U.S. military veterans and adjudicated youth
- Professional Team Building Facilitator for professional challenge program leading groups such as The National Guard, Veterans Association, Denver Police Department and the U.S. Ski and Swim Teams

Education

M.S. in Counseling Psychology 2004-2007
University of West Alabama *Livingston, AL*
Master's focus on Integrated Primary Care

B.S. Kinesiology; Experiential Education 1994-1998
University of New Hampshire *Durham, NH*

Professional Presentations

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Health Care Association, Louisville KY

Data Blitz (2010). Collaborative Family Health Care Association, Louisville KY

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, CO (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

Professional Publications

- Book Review: Behavioral Consultation and Primary Care: A Guide to Integrating Services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare*, March 2010, Vol. 28, No. 1, p 72-73
- Integrating a Behavioral Health Consultant Into Your Practice, *Family Practice Management* January/February 2011, Vol. 18, No. 1, p 18-21

Community Involvement

- Seacoast Integrated Network of Care, Rockingham County New Hampshire, Member 2008-Present
- New Hampshire Integrated Primary Care Learning Collaborative Member 2008-Present
- Veterans of Foreign Wars and American Legion Local Chapter Member 2004-Present

Licenses and Certifications

- Licensed Clinical Mental Health Counselor: *State of New Hampshire*
- Certified Practicing Counselor: *National Board of Certified Counselors*
- Compassion Fatigue Therapist: *Green Cross Foundation*
- Critical Incident Stress Management: *Group and Individual Certified*

Professional Affiliations

- Collaborative Family Healthcare Association, Member, Editing Manager CBC Blog
- International Society for Traumatic Stress Studies, Member
- Green Cross Foundation, Member
- The New Hampshire Mental Health Counselor's Association, Member
- National Board of Certified Counselors, Member

Research Experience

- Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011
- Seacoast Integrated Network of Care Research Project, 2008-Present
- Qualitative Delphi Study on Health Information Technology use in the Collaborative Healthcare Setting, 2010
- Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

Families First of the Greater Seacoast

Key Personnel (SFY 2016)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	$105,253	0%	$ 0
David C. Choate	Finance Director	$ 69,580	0%	$ 0
Peter Fifield	Behavioral Health Manager	$ 57,962	0%	$ 0

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #100) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $101,227.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

Contractor Initials: HRT
Date: 5/13/15

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: [illegible]
Date: 5/13/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Families First of the Greater Seacoast

5/13/15
Date

NAME Helen B Taft
TITLE Executive Director

Acknowledgement:
State of NH, County of Rockingham on 5/13/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Suzanne Coombs Exp. 12/19/18
Name and Title of Notary or ~~Justice of the Peace~~

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table

Required Services	Treatment Services
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: [illegible]
Date: 5/13/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: WKT
Date: 5/13/15

Service Table	
Required Services	**Treatment Services**
	Recovery Support Services: Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

Contractor Initials: [illegible]
Date: 5/13/15

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Contractor Initials: KBT
Date: 5/13/15

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $14,461.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

Contractor Initials _____

Date 5/13/15

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials: RT
Date: 5/13/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Families First of the Greater Seacoast

5/13/15
Date

Helen B. Tift
Name: Helen B. Tift
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Family First of the Greater Seacoast

5/13/15
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families First of the Greater Seacoast

5/13/15
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Family First of the Greater Seacoast

5/13/15
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Families First of The Greater Seacoast

5/12/15
Date

Helen B. Taft
Name: Helen B. Taft
Title: Executive Director

HBT
Contractor Initials 5/13/15
Date _____

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Families First of the Greater Seacoast
The State	Name of the Contractor
Kathleen G Dunn	Helen B. Taft
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Helen B. Taft
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/27/15	5/13/15
Date	Date

CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families First of the Greater Seacoast.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/13/15:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of May, 2015.
(Date Contract Signed)

4. Helen B. Taft is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 13 day of May, 2015.

By Linda Sanborn.
(Name of Elected Officer of the Agency)

Suzanne Combs
(Notary Public/~~Justice of the Peace~~)

(NOTARY SEAL)

Commission Expires: 12/19/18

Families First of the Greater Seacoast

Key Personnel (SFY 2016)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	$103,189	0%	$ 0
David C. Choate	Finance Director	$ 68,216	0%	$ 0
Peter Fifield	Behavioral Health Manager	$ 56,826	0%	$ 0

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 Campus Drive, Suite 12, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 100)and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $86,766
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: [illegible]
Date: 5/21/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME Nicholas A. Toumpas
TITLE Director

Families First of the Greater Seacoast

5/21/14
Date

NAME Helen B. Taft
TITLE Executive Director/President

Acknowledgement:
State of New Hampshire, County of Rockingham on 5/21/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Nancy Cooke Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires March 7, 2017

Contractor Initials:
Date: 5/21/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Contractor Initials: _____
Date: 5/21/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: IVRS
Date: 5/21/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Recovery Support Services: Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf);*
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $28,922 as follows:

- 100 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0 % General funds.

i. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: _____
Date: 5/21/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but

not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

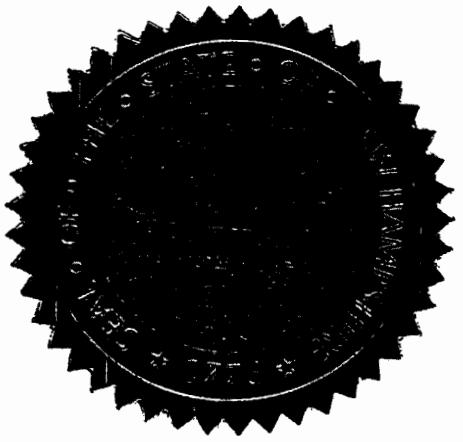
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda Sanborn, do hereby certify that:

1. I am a duly elected Officer of Families First of the Greater Seacoast.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 14, 2014:

   RESOLVED: That the Executive Director/President is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2014.

4. Helen Taft is the duly elected Executive Director/President of the Agency.

Linda Sanborn

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 21st day of May, 2014, by Linda Sanborn.

Nancy Casko
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: My Commission Expires March 7, 2017

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families First of the Greater Seacoast (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 100 Campus Drive, Suite12, Portsmouth, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20th, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 57,844.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $28,922.00"

4) **Add** Exhibit B-1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Families First of the Greater Seacoast

5/7/13
Date

Name:
Title: Executive Director

Acknowledgement:
State of NH, County of Rockingham on May 7, 2013 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Nancy Casko Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires March 7, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8 May 2013
Date

Name: Joanne P. Hesich
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

5/2/2013

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 58,168.00	$ -	$ 58,168.00	$ 33,813.00	$ -	$ 33,813.00	$ 24,355.00	$ -	$ 24,355.00
2. Employee Benefits	$ 8,935.00	$ -	$ 8,935.00	$ 5,568.00	$ -	$ 5,568.00	$ 3,367.00	$ -	$ 3,367.00
3. Consultants	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 100.00	$ -	$ 100.00	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
6. Travel	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
7. Occupancy	$ -	$ 850.00	$ 850.00	$ -	$ 850.00	$ 850.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
11. Staff Education and Training	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Computer Operations	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
Dues/Memberships/Licenses	$ 225.00	$ -	$ 225.00	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -
Program Expense	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Administration Expense	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
Miscellaneous Expense	$ 30.00	$ -	$ 30.00	$ 30.00	$ -	$ 30.00	$ -	$ -	$ -
TOTAL	$ 70,608.00	$ 3,850.00	$ 74,458.00	$ 41,686.00	$ 3,850.00	$ 45,036.00	$ 28,922.00	$ -	$ 28,922.00
Indirect As A Percent of Direct		5.5%							

Contractor Initials _____

Date _____

CERTIFICATE OF VOTE

I, Jack Jamison, do hereby certify that:

1. I am the duly elected Secretary of Families First of the Greater Seacoast;

2. The following are true copies of two resolutions duly adopted at a meeting by the Board of Directors of the Corporation duly held on May 8, 2013.

   RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Substance Abuse Services.

   RESOLVED: That the Director of Families First of the Greater Seacoast is hereby authorized to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of May, 2013.

4. Helen B. Taft is the duly elected Director of the Corporation and signed the Substance Abuse Treatment Contract Amendment on the 7th of May, 2013.

Jack Jamison, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 8th day of May, 2013 by Jack Jamison.

Nancy Cosko
Notary Public/Justice of the Peace

My Commission Expires: My Commission Expires March 7, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

COPY

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

APPROVED BY _____
DATE 6/20/12
PAGE 13
ITEM # 100

May 24, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families First of the Greater Seacoast (Vendor # 166629) , 100 Campus Drive, Suite 12, Portsmouth, New Hampshire, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $28,922.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$28,922.00
			Total	$28,922.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Portsmouth area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families First of the Greater Seacoast was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $28,922.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Portsmouth New Hampshire.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name		CFS	Con Hosp.	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,136	$85,000	$27,207	$406,795	$1,221,666	$47,050	$116,428	$1,750,112	$285,000	$248,963	$30,000	$153,454	$244,501	$1,615,553	$513,951	$1,329,536	$87,567	$747,691	$930,630
BUDGET AWARDED		$36,803	$74,406	$28,022	$322,530	$1,120,599	$39,238	$89,411	$1,256,945	$251,460	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,536	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families First of the Greater Seacoast		**1.4 Contractor Address** 100 Campus Drive, Suite 12, Portsmouth, New Hampshire	
1.5 Contractor Phone Number 603-422-8208 x 120	**1.6 Account Number** 05-95-95-958410-5365-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $28,922.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Helen B. Taft		**1.12 Name and Title of Contractor Signatory** Helen B. Taft, Executive Director/President	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/22/12 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Nancy Casko My Commission Expires March 7, 2017

1.13.2 Name and Title of Notary or Justice of the Peace

NANCY CASKO NOTARY

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: [illegible]
Date: 5/22/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: HMS
Date: 5/22/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Families First of the Greater Seacoast

ADDRESS: 100 Campus Drive, Suite 12, Portsmouth, New Hampshire

EXECUTIVE DIRECTOR: Helen B. Taft
TELEPHONE: 603-422-8208 x 120

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Pregnant & Parenting Women - Outpatient	.39	Portsmouth	6	$28,922.00

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters

placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101

603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.

- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention

and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by

		National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Families First of the Greater Seacoast

ADDRESS: 100 Campus Drive, Suite 12, Portsmouth, New Hampshire

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Helen B. Taft
TELEPHONE: 603-422-8208 x 120

Vendor #166629-B001 Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 28,922.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $28,922.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT

Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Portsmouth)

Check ☐ if there are workplaces on file that are not identified here.

Families First of the Greater Seacoast From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Contractor Name **Period Covered by this Certification**

Helen B. Taft, Executive Director/President

Name and title of Authorized Contractor Representative

Helen B. Taft 5/22/12

Contractor Representative Signature **Date**

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

B. *Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[signature]	Executive Director/President
Contractor Signature	**Contractor's Representative Title**
Families First of the Greater Seacoast	5/22/12
Contractor Name	**Date**

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of thc rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

[signature]	Executive Director/President
Contractor Signature	**Contractor's Representative Title**
Families First of the Greater Seacoast	5/22/12
Contractor Name	**Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

I Lee B. T[illegible]	Executive Director / President
Contractor Signature	**Contractor's Representative Title**
Families First of the Greater Seacoast	5/22/12
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

[signature]	Executive Director/President
Contractor Signature	Contractor's Representative Title
Families First of the Greater Seacoast	5/22/12
	Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Families First of the Greater Seacoast
The State Agency Name	Name of Contractor
Nancy L. Rollins	Helen B. Taft
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Helen B. Taft
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director/President
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/22/12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

[signature]	Executive Director/President
(Contractor Representative Signature)	**(Authorized Contractor Representative Name & Title)**
Families First of the Greater Seacoast	5/22/12
(Contractor Name)	**(Date)**

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 85-844-4581

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

☒ NO ☐ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Kathleen MacLeod, of the Families First of the Greater Seacoast, do hereby certify that:

1. I am the duly elected Chair of the Families First of the Greater Seacoast;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, held on May 22, 2012.

   RESOLVED: That this Corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services;

   RESOLVED: That the Executive Director/President of the Families First of the Greater Seacoast has the authority to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Helen B. Taft is the duly appointed Executive Director/President of the Families First of the Greater Seacoast.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Families First of the Greater Seacoast this 22nd day of May 2012.

Kathleen MacLeod

Kathleen MacLeod, Chair

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Kathleen MacLeod.

Nancy Caspo

Notary Public/Justice of the Peace

My Commission Expires: My Commission Expires March 7, 2017

State of New Hampshire
Department of Health and Human Services
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29), by Governor and Executive Council, and (Amendment #4 to the Contract) approved on June 4, 2015 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $1,183,855.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: MD
Date: 7/21/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/24/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Families in Transition

July 21, 2015
Date

NAME Maureen Beauregard
TITLE President

Acknowledgement:
State of NH, County of Hillsborough on 7/21/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018
Name and Title of Notary or Justice of the Peace

Ruth Syrek
Admin Asst.

Contractor Initials: MB
Date: 7/21/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/15
Date

Name: Megan A. Yarbo
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $166,265.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #5 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with funding requirements.

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-3****

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service
**** Payment for Enhanced Services will be made on cost reimbursement basis and in accordance with Exhibit B-3. The Contractor will submit an invoice by the 15th of the month for actual expenses incurred in the prior month. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Contractor will provide supporting documentation to support evidence of actual expenditures. For Vehicle Expense, the Contractor will provide the Department for approval within 10 days of the effective date of the contract, a loan payment schedule. Total payments to the Contractor will not exceed the total of the Contractor's loan invoices. The Contractor will submit copies of their loan invoices each month.

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post

discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,

can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved project, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked, and amounts being billed for the specific project.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on July 21, 2015:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 21 day of July, 2015.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dick Anagnost
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of July, 2015,

By Dick Anagnost.
(Name of Elected Officer of the Agency)

Ruth A. Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires:

Client#: 53565 FAMIL6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : AmTrust North America, Inc.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Families in Transition, Inc
122 Market St
Manchester, NH 03101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1272568	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			PHPK1272568	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			PHUB484416	01/01/2015	01/01/2016	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WWC3115830	01/01/2015	01/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation

3A State: NH

CERTIFICATE HOLDER

State of New Hampshire,
Department of Health and Human Services
Bureau of Homeless and Housing
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Families in Transition
122 Market Street
Manchester, NH 03101
Tel. 603-641-9441
Fax. 603-641-1244

Families
in Transition

Mission

To provide safe and affordable housing and comprehensive social services to individuals and families who are homeless or who are at risk of becoming homeless, enabling them to gain self-sufficiency and respect.

BerryDunn

[redacted]

Families in Transition

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2014

(With Comparative Totals for 2013)

With Independent Auditor's Report

[redacted]

Berry Dunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2014 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2014, and the consolidated changes in its net assets and its consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2013 consolidated financial statements and, in our report dated March 28, 2014, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived, adjusted as described in the following paragraph.

Adjustment to Prior Period Summarized Comparative Information

As disclosed in Note 11, the Organization has restated its beginning 2013 consolidated net assets to include a previously unrecognized contribution of property to Housing Benefits, Inc.'s Dover Housing Project.

As part of our audit of the 2014 consolidated financial statements, we audited the adjustment described in Note 11 that was applied to restate beginning 2013 consolidated net assets. In our opinion, such adjustment is appropriate and has been properly applied.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2014, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 30, 2015

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2014
(With Comparative Totals for December 31, 2013)

ASSETS

	2014	Restated 2013
Current assets		
Cash and cash equivalents	$ 996,035	$ 732,210
Funds held as fiscal agent	75,737	96,380
Accounts receivable	39,983	43,901
Grants receivable	282,810	235,517
Prepaid expenses	54,587	65,440
Reserve cash designated for properties	662,613	646,522
Due from related parties	8,210	9,735
Other current assets	43,779	40,058
Total current assets	2,163,754	1,869,763
Replacement reserves	338,563	299,029
Investments	10,661	8,537
Investment in related entity	1,000	1,000
Property and equipment, net	26,111,906	24,356,363
Development in process	260,947	1,130,431
Other assets, net	145,356	158,624
Total assets	$ 29,032,187	$ 27,823,747

LIABILITIES AND NET ASSETS

Current liabilities		
Current portion of long-term debt	$ 187,323	$ 258,051
Accounts payable	183,579	136,696
Accrued expenses	159,806	102,519
Funds held as fiscal agent	75,737	96,380
Deferred revenue	32,581	6,825
Due to related entity	2,371	-
Security deposits	43,784	40,138
Total current liabilities	685,181	640,609
Long-term debt, less current portion	9,938,952	9,681,352
Total liabilities	10,624,133	10,321,961
Net assets		
Unrestricted - controlling interest	12,197,286	11,014,933
Unrestricted - noncontrolling interest	5,691,054	6,114,912
Total unrestricted	17,888,340	17,129,845
Temporarily restricted	519,714	371,941
Total net assets	18,408,054	17,501,786
Total liabilities and net assets	$ 29,032,187	$ 27,823,747

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	2014	Restated 2013
Revenue and support						
Federal, state and other grant support	$ 2,585,540	$ -	$ 2,585,540	$ 283,408	**$ 2,868,948**	$ 3,699,199
Rental income, net of vacancies	1,674,741	-	1,674,741	-	**1,674,741**	1,493,303
Thrift store sales	724,911	-	724,911	-	**724,911**	700,667
Public support	116,666	-	116,666	-	**116,666**	90,985
Tax credit revenue	129,067	-	129,067	-	**129,067**	68,400
Special events	134,954	-	134,954	-	**134,954**	176,062
Developer fees	72,000	-	72,000	-	**72,000**	54,000
VISTA program revenue	93,474	-	93,474	-	**93,474**	104,523
Unrealized gains on investments	1,064	-	1,064	-	**1,064**	3,882
Loss on disposal of assets	(3,653)	-	(3,653)	-	**(3,653)**	(24,296)
Interest income	29,536	-	29,536	-	**29,536**	29,263
In-kind donations	25,890	-	25,890	-	**25,890**	25,397
Other income	547,357	-	547,357	-	**547,357**	289,132
Net assets released from restrictions	135,635	-	135,635	(135,635)	-	-
Total revenue and support	6,267,182	-	6,267,182	147,773	**6,414,955**	6,710,517
Expenses						
Program activities						
Housing	4,898,273	-	4,898,273	-	**4,898,273**	4,615,512
Thrift store	576,520	-	576,520	-	**576,520**	570,957
Total program activities	5,474,793	-	5,474,793	-	**5,474,793**	5,186,469
Fundraising	432,998	-	432,998	-	**432,998**	387,803
Management and general	288,623	-	288,623	-	**288,623**	337,187
Total expenses	6,196,414	-	6,196,414	-	**6,196,414**	5,911,459
Contribution of property for long-term purposes	687,760	-	687,760	-	**687,760**	-
Change in net assets	758,528	-	758,528	147,773	**906,301**	799,058
Distributions	-	(33)	(33)	-	**(33)**	-
Change in net assets attributable to noncontrolling interest in subsidiaries	423,825	(423,825)	-	-	-	-
Change in net assets attributable to controlling interest	1,182,353	(423,858)	758,495	147,773	**906,268**	799,058
Net assets, beginning of year, as restated	11,014,933	6,114,912	17,129,845	371,941	**17,501,786**	16,702,728
Net assets, end of year	$ 12,197,286	$ 5,691,054	$ 17,888,340	$ 519,714	**$ 18,408,054**	$ 17,501,786

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	Program Activities	Fundraising	Management and General	**2014 Total**	2013 Total
Salaries and benefits					
Salaries and wages	$ 1,743,218	$ 233,064	$ 170,914	**$ 2,147,196**	$ 2,004,885
Temporary labor	7,202	-	-	**7,202**	38,656
Employee benefits	239,196	28,093	20,602	**287,891**	225,247
Payroll taxes	138,280	18,922	13,876	**171,078**	174,159
Total salaries and benefits	2,127,896	280,079	205,392	**2,613,367**	2,442,947
Expenses					
Advertising	29,308	-	332	**29,640**	26,407
Amortization	13,268	-	-	**13,268**	13,769
Application and permit fees	2,400	-	-	**2,400**	2,850
Bad debts	15,341	-	-	**15,341**	10,131
Bank charges	10,878	-	3,739	**14,617**	16,723
Consultants	30,333	2,250	-	**32,583**	41,606
Depreciation	849,077	21,192	15,541	**885,810**	849,064
Events	4,194	42,725	-	**46,919**	35,345
General insurance	119,390	8,043	5,899	**133,332**	120,529
Interest expense	179,152	-	-	**179,152**	177,265
Management fees	35,189	-	-	**35,189**	4,511
Meals and entertainment	2,968	590	432	**3,990**	3,973
Membership dues	5,172	932	683	**6,787**	7,324
Office supplies	100,961	16,447	12,061	**129,469**	117,049
Participant expenses	43,958	-	-	**43,958**	44,929
Postage	6,073	1,112	816	**8,001**	11,547
Printing	12,913	2,365	1,735	**17,013**	30,484
Professional fees	108,923	8,520	6,248	**123,691**	96,608
Rental subsidies	251,347	-	-	**251,347**	261,606
Repairs and maintenance	385,885	10,674	7,828	**404,387**	382,228
Staff development	8,792	1,782	1,307	**11,881**	11,776
Taxes	263,719	-	-	**263,719**	245,422
Technology support	44,546	8,617	6,319	**59,482**	58,676
Telephone	52,510	7,817	5,732	**66,059**	64,532
Travel	43,862	7,450	5,463	**56,775**	52,358
Utilities	403,942	4,462	3,272	**411,676**	374,781
VISTA program	264,623	-	-	**264,623**	345,979
Workers' compensation	58,173	7,941	5,824	**71,938**	61,040
Total expenses	$ 5,474,793	$ 432,998	$ 288,623	**$ 6,196,414**	$ 5,911,459

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Year Ended December 31, 2014
(With Comparative Totals for the Year Ended December 31, 2013)

	2014	2013
Cash flows from operating activities		
Change in net assets	$ 906,301	$ 799,058
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	899,078	862,833
Contribution of property for long-term purposes	(687,760)	-
Grants revenue for long-term purposes	-	(1,184,206)
Forgiveness of debt	(131,267)	(131,267)
Unrealized gains on investments	(1,064)	(3,882)
Loss on asset disposal	3,653	24,296
Decrease (increase) in:		
Accounts receivable	3,918	(21,025)
Grants receivable	(53,293)	(115,204)
Prepaid expenses	10,853	9,620
Due from related parties	1,525	(1,623)
Other current assets	(3,721)	(11,801)
Increase (decrease) in:		
Accounts payable	46,883	44,764
Accrued expenses	57,287	(1,573)
Deferred revenue	25,756	3,158
Due to related party	2,371	-
Security deposits	3,646	11,888
Net cash provided by operating activities	1,084,166	285,036
Cash flows from investing activities		
Net withdrawals from (deposits to) reserve accounts	14,242	(11,387)
Purchases of investments	(1,060)	-
Investment in development in process	(550,717)	(1,104,891)
Acquisition of property and equipment	(113,629)	(132,294)
Net cash used by investing activities	(651,164)	(1,248,572)
Cash flows from financing activities		
Grants received for long-term purposes	-	1,184,206
Partner distributions	(33)	-
Proceeds from borrowing long-term debt	-	45,701
Payments of long-term debt	(169,144)	(164,230)
Net cash (used) provided by financing activities	(169,177)	1,065,677
Increase in cash and cash equivalents	263,825	102,141
Cash and cash equivalents, beginning of year	732,210	630,069
Cash and cash equivalents, end of year	$ 996,035	$ 732,210
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	$ 430,000	$ -
Acquisition of development in process through long-term borrowings	$ 63,283	$ -
Property and equipment transferred from development in process	$ 1,483,484	$ -

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, and Market Street (Millyard Families I), in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire. An additional housing unit became operational in 2014, located on Hayward Street in Manchester, New Hampshire.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Limited Partnerships, Housing Benefits, MEH and OutFITters constitute the subsidiaries of the Organization.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is general partner of Millyard II, Bicentennial Families is general partner of Bicentennial, Family Mill is general partner of Family Bridge and Big Shady Tree is general partner of Family Willows.

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, each of the Limited Partnerships' financial statements are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2013 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2014 and 2013.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than $1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services (unaudited)

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2014 and 2013, is approximately $810,000 and $780,000, respectively.

Functional Expense Allocation

The costs of providing various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2014 and 2013, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

Reclassification

Certain amounts in the 2013 financial statements have been reclassified to conform to the current year's presentation.

2. Property and Equipment

Property and equipment consisted of the following:

	2014	2013
Land	$ 3,112,699	$ 2,304,135
Land improvements	595,300	502,948
Buildings and improvements	27,743,643	26,035,016
Furniture and fixtures	496,456	503,087
Equipment	336,464	372,668
Vehicles	214,065	214,065
	32,498,627	29,931,919
Less: accumulated depreciation	6,386,721	5,575,556
Property and equipment, net	$ 26,111,906	$ 24,356,363

During 2012, the Organization began the development of the Hayward Street Permanent Supportive Housing Program (Hayward St. Program) through funding received by Housing Benefits from the U.S. Department of Housing and Urban Development, passed through the City of Manchester, New Hampshire, known as Neighborhood Stabilization Program grants. The funds were used to purchase a vacant lot in Manchester, New Hampshire and to construct a building used to provide housing and supportive services to individuals and families who are homeless. The facility contains four 2-bedroom apartments and two 1-bedroom apartments. In addition, tenants receive comprehensive supportive services designed to ensure long-term stability and wellness. At December 31, 2013, the Organization had incurred costs of approximately $1.1 million presented in the Organization's consolidated statement of financial position as development in process.

At December 31, 2014, the Organization had invested approximately $1.5 million in the Hayward St. Program. On March 1, 2014, the Hayward St. Program was placed into service and the assets were transferred from development in process and at December 31, 2014 are presented in the Organization's consolidated statement of financial position in property and equipment, net.

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. This land will be used to be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire, was donated to FIT from the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to the maximum extent possible to reduce operating costs and ensure long-term affordability.

3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 12 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project is expected to cost approximately $1.8 million and is expected to be completed in 2015. At December 31, 2014, the Organization had invested approximately $200,000 in the facility.

4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of $100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2014 and 2013.

5. Long-term Debt

Long-term debt consisted of the following:

	2014	2013
A mortgage loan payable to NHHFA in monthly payments of $680, including interest at 1% and an escrow of $289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	$ **67,613**	$ 71,011
A note payable to NHHFA. The note is non-interest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	**157,283**	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of $990, including interest at 6.25%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	**132,207**	136,628
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of $525 at 1% annual interest rate. The loan is due and payable in February 2017.	**13,492**	19,621

A mortgage loan payable to TD Bank, N.A. in monthly payments of $1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	**100,050**	108,818
A mortgage loan payable to RBS Citizens Bank in monthly payments of $2,126, including interest at 4.93%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	**250,676**	258,443
Non-interest bearing note payable to the City of Manchester, New Hampshire, payable in annual installments of $1,977. The loan was paid in October 2014.	**-**	1,977
A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	**164,904**	170,083
A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 27, 2033. This is non-recourse.	**102,647**	102,647
A non-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 27, 2033. This note is non-recourse and is subordinate to the $102,647 note payable.	**337,720**	337,720
A non-interest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full May 27, 2033.	**260,000**	260,000
A non-interest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.	**461,696**	462,309
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on April 1, 2032.	**268,758**	279,885

A non-interest bearing note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	**226,725**	227,521
A non-interest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	**250,000**	250,000
A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is non-interest bearing and is due and payable in January 2027.	**230,000**	230,000
A second mortgage note payable by Millyard Families I to the NHCLF, collateralized by real estate. Monthly payments of $1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	**93,604**	105,058
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	**850,000**	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of $3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.	**483,093**	492,270
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is non-interest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is non-recourse.	**600,000**	600,000

A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	**598,957**	598,957
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is non-interest bearing and has an annual payment of $9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is non-recourse.	**127,272**	136,363
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of $1,882 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on October 14, 2033 and is guaranteed by FIT and Big Shady Tree.	**312,442**	324,506
A mortgage note payable by School & Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of $2,774 include principal and interest at 8% per annum. The note is due April 1, 2021.	**163,281**	182,653
A second mortgage note payable by School & Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of $2,774 will commence on April 15, 2021 and continue until maturity in September 15, 2039.	**617,613**	617,613
A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	**419,370**	433,000
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of $3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	**392,864**	405,761
A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	**44,312**	59,157

A second, non-interest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or $4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	**180,864**	188,287
A non-interest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2014 and 2013, $131,267 was recognized as other income in the consolidated statement of activities.	**1,509,565**	1,640,832
A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	**221,428**	225,000
A non-interest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce St. The note has a borrowing limit of $500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or $5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	**63,283**	-
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of $1,921 include principal and interest at 3.41%. The note is due in full by April 2019.	**424,556**	-
	10,126,275	9,939,403
Less current portion	**187,323**	258,051
	$ 9,938,952	$ 9,681,352

Principal maturities of the above notes over the next five years and thereafter are as follows:

2015	$ 187,323
2016	141,655
2017	143,682
2018	149,749
2019	645,646
Thereafter	8,858,220
	$ 10,126,275

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	2014	2013
The Family Place - services	$ **53,672**	$ 50,888
The Family Place - development	**241,000**	177,000
Research and training	**26,333**	19,551
Scholarships and tutoring	**4,375**	6,879
VISTA program	**38,511**	54,484
Housing programs	**4,750**	2,700
Direct care for clients	**79,851**	35,439
Community Gardens	**71,222**	-
Grant receivable - time restricted	**-**	25,000
	$ **519,714**	$ 371,941

7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed $31,138 and $32,692 during the years ended December 31, 2014 and 2013, respectively.

9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

Limited Partner	Property	2014	2013
Community Capital 2000	Millyard II	**$ 1,000,929**	$ 1,080,482
New Hampshire Housing Equity Fund, Inc.	Bicentennial	**352,882**	382,492
JP Morgan Chase	Bicentennial	**352,985**	382,589
BCCC, Inc.	Family Bridge	**10**	10
Boston Capital Corporate	Family Bridge	**1,660,467**	1,853,769
BCCC, Inc.	Family Willows	**10**	10
Boston Capital Midway	Family Willows	**2,323,771**	2,415,560
		$ 5,691,054	$ 6,114,912

11. Restatement of January 1, 2013 Net Assets

The beginning 2013 unrestricted net assets has been restated to properly reflect property contributed to Housing Benefit's Dover Housing Project in a prior year. The effect of the restatement is as follows:

Unrestricted net assets - controlling interest, January 1, 2013 (as previously stated)	$ 9,551,445
Amount of restatement to include property contributed in 2012	280,700
Unrestricted net assets - controlling interest, January 1, 2013 (restated)	9,832,145
Unrestricted net assets - noncontrolling interest, January 1, 2013	6,652,776
Temporarily restricted net assets, January 1, 2013	217,807
Total net assets, January 1, 2013 (restated)	$ 16,702,728

The restatement had no effect on the previously reported change in net assets for 2013.

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 30, 2015, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2014

ASSETS

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
Current assets								
Cash and cash equivalents	$ 230,524	$ 68,581	$ 44,897	$ 124,642	$ 7,677	$ 519,714	$ -	$ 996,035
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Accounts receivable	117,456	14,010	6,176	-	-	-	(97,659)	39,983
Grants receivable	275,758	-	4,058	-	2,994	-	-	282,810
Prepaid expenses	9,197	26,215	14,717	1,278	3,180	-	-	54,587
Accrued interest receivable on related party note	746,158	-	-	-	-	-	(746,158)	-
Reserve cash designated for properties	2,871	382,705	277,037	-	-	-	-	662,613
Due from related party	220,321	-	66,759	97,595	4,896	-	(381,361)	8,210
Other current assets	10,516	20,025	13,238	-	-	-	-	43,779
Total current assets	1,688,538	511,536	426,882	223,515	18,747	519,714	(1,225,178)	2,163,754
Replacement reserves	33,113	189,079	116,371	-	-	-	-	338,563
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Investments	10,661	-	-	-	-	-	-	10,661
Investment in related entities	1,196,347	-	25,051	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,052,217	13,896,792	9,108,993	13,204	40,700	-	-	26,111,906
Development in process	190,815	-	70,132	-	-	-	-	260,947
Other assets, net	-	70,345	75,011	-	-	-	-	145,356
Total assets	$ 7,897,490	$ 14,667,752	$ 9,822,440	$ 236,719	$ 59,447	$ 519,714	$ (4,171,375)	$ 29,032,187

LIABILITIES AND NET ASSETS

Current liabilities								
Current portion of long-term debt	$ 52,971	$ 101,684	$ 32,668	$ -	$ -	$ -	$ -	$ 187,323
Accounts payable	85,751	152,339	34,785	6,421	1,942	-	(97,659)	183,579
Accrued expenses	103,316	595,568	188,252	13,997	4,831	-	(746,158)	159,806
Funds held as fiscal agent	75,737	-	-	-	-	-	-	75,737
Due to related entities	58,385	34,402	190,163	100,782	-	-	(381,361)	2,371
Deferred revenue	30,383	1,340	858	-	-	-	-	32,581
Security deposits	10,516	20,025	13,243	-	-	-	-	43,784
Total current liabilities	417,059	905,358	459,969	121,200	6,773	-	(1,225,178)	685,181
Long-term debt, less current portion	1,485,770	6,268,329	3,910,652	-	-	-	(1,725,799)	9,938,952
Total liabilities	1,902,829	7,173,687	4,370,621	121,200	6,773	-	(2,950,977)	10,624,133
Net assets								
Unrestricted - controlling interest	5,994,661	1,803,011	5,451,819	115,519	52,674	-	(1,220,398)	12,197,286
Unrestricted - noncontrolling interest	-	5,691,054	-	-	-	-	-	5,691,054
Total unrestricted	5,994,661	7,494,065	5,451,819	115,519	52,674	-	(1,220,398)	17,888,340
Temporarily restricted	-	-	-	-	-	519,714	-	519,714
Total net assets	5,994,661	7,494,065	5,451,819	115,519	52,674	519,714	(1,220,398)	18,408,054
Total liabilities and net assets	$ 7,897,490	$ 14,667,752	$ 9,822,440	$ 236,719	$ 59,447	$ 519,714	$ (4,171,375)	$ 29,032,187

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2014

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	$ 2,169,710	$ 64,807	$ 506,734	$ -	$ 159,186	$ (314,897)	$ 2,585,540	$ 283,408	$ 2,868,948
Rental income, net of vacancies	295,911	965,137	490,308	-	2,260	(78,875)	1,674,741	-	1,674,741
Thrift store sales	-	-	-	724,911	-	-	724,911	-	724,911
Public support	113,645	-	-	3,021	-	-	116,666	-	116,666
Tax credit revenue	129,067	-	-	-	-	-	129,067	-	129,067
Special events	134,354	-	-	600	-	-	134,954	-	134,954
Property management fees	570,336	-	-	-	-	(570,336)	-	-	-
Developer fees	72,000	-	-	-	-	-	72,000	-	72,000
VISTA program revenue	93,474	-	-	-	-	-	93,474	-	93,474
Unrealized gains on investments	1,064	-	-	-	-	-	1,064	-	1,064
Loss on disposal of assets	-	(3,653)	-	-	-	-	(3,653)	-	(3,653)
Interest income	96,758	438	110	-	-	(67,770)	29,536	-	29,536
In-kind donations	24,040	-	1,850	-	-	-	25,890	-	25,890
Other income	367,656	22,249	157,737	4,295	1,420	(6,000)	547,357	-	547,357
Net assets released from restrictions	135,635	-	-	-	-	-	135,635	(135,635)	-
Total revenue and support	4,203,650	1,048,978	1,156,739	732,827	162,866	(1,037,878)	6,267,182	147,773	6,414,955
Expenses									
Program activities	3,261,921	1,472,843	1,060,320	699,216	165,765	(1,185,272)	5,474,793	-	5,474,793
Fundraising	432,998	-	-	-	-	-	432,998	-	432,998
Management and general	411,429	-	-	-	-	(122,806)	288,623	-	288,623
Total expenses	4,106,348	1,472,843	1,060,320	699,216	165,765	(1,308,078)	6,196,414	-	6,196,414
Excess (deficiency) of revenue and support over expenses	97,302	(423,865)	96,419	33,611	(2,899)	270,200	70,768	147,773	218,541
Contribution for long-term purposes	687,760	-	216,200	-	-	(216,200)	687,760	-	687,760
Change in net assets	$ 785,062	$ (423,865)	$ 312,619	$ 33,611	$ (2,899)	$ 54,000	$ 758,528	$ 147,773	$ 906,301

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2014

	Program Activities								
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFITters	Manchester Emergency Housing	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits										
Salaries and wages	$ 1,149,785	$ -	$ 153,510	$ 347,826	$ 92,097	$ 1,743,218	$ 233,064	$ 170,914	$ -	$ 2,147,196
Temporary labor	-	-	-	5,777	1,425	7,202	-	-	-	7,202
Employee benefits	138,593	-	35,542	51,750	13,311	239,196	28,093	20,602	-	287,891
Payroll taxes	93,347	-	10,554	27,714	6,665	138,280	18,922	13,876	-	171,078
Total salaries and benefits	1,381,725	-	199,606	433,067	113,498	2,127,896	280,079	205,392	-	2,613,367
Advertising	6,316	-	-	22,992	-	29,308	-	332	-	29,640
Amortization	-	6,744	6,524	-	-	13,268	-	-	-	13,268
Application and permit fees	-	960	1,440	-	-	2,400	-	-	-	2,400
Bad debts	-	4,470	10,871	-	-	15,341	-	-	-	15,341
Bank charges	-	645	96	10,137	-	10,878	-	3,739	-	14,617
Consultants	24,045	-	3,864	1,322	1,102	30,333	2,250	-	-	32,583
Depreciation	104,545	483,500	254,034	2,214	4,784	849,077	21,192	15,541	-	885,810
Events	-	-	1,262	2,932	-	4,194	42,725	-	-	46,919
General insurance	39,681	40,629	28,943	4,331	5,806	119,390	8,043	5,899	-	133,332
Interest expense	67,717	135,176	44,029	-	-	246,922	-	-	(67,770)	179,152
Management fees	84,156	241,973	243,976	-	15,420	585,525	-	-	(550,336)	35,189
Meals and entertainment	2,908	-	-	-	60	2,968	590	432	-	3,990
Membership dues	4,597	-	-	575	-	5,172	932	683	-	6,787
Office supplies	81,137	4,457	6,190	9,057	120	100,961	16,447	12,061	-	129,469
Participant expenses	42,340	-	1,193	150	275	43,958	-	-	-	43,958
Postage	5,487	-	-	586	-	6,073	1,112	816	-	8,001
Printing	11,669	-	-	437	807	12,913	2,365	1,735	-	17,013
Professional fees	42,032	28,890	32,001	6,000	-	108,923	8,520	6,248	-	123,691
Related entity expenditures	559,793	-	(135,323)	60,000	-	484,470	-	106,627	(591,097)	-
Rent	-	-	-	62,696	-	62,696	-	16,179	(78,875)	-
Rental subsidies	251,347	-	-	-	-	251,347	-	-	-	251,347
Repairs and maintenance	52,659	171,739	141,865	31,065	8,557	405,885	10,674	7,828	(20,000)	404,387
Staff development	8,792	-	-	-	-	8,792	1,782	1,307	-	11,881
Taxes	49,504	119,994	91,364	2,857	-	263,719	-	-	-	263,719
Technology support	42,508	788	125	1,125	-	44,546	8,617	6,319	-	59,482
Telephone	38,561	744	5,301	5,443	2,461	52,510	7,817	5,732	-	66,059
Travel	36,753	-	-	7,089	20	43,862	7,450	5,463	-	56,775
Utilities	22,010	229,974	115,679	27,621	8,658	403,942	4,462	3,272	-	411,676
VISTA program	262,463	2,160	-	-	-	264,623	-	-	-	264,623
Workers' compensation	39,176	-	7,280	7,520	4,197	58,173	7,941	5,824	-	71,938
Total expenses	$ 3,261,921	$ 1,472,843	$ 1,060,320	$ 699,216	$ 165,765	$ 6,660,065	$ 432,998	$ 411,429	$ (1,308,078)	$ 6,196,414

Families
in Transition

FAMILIES IN TRANSITION
Agency Officers

Board of Directors

Dick Anagnost, Chairperson
Anagnost Investments - President
Board member since 2007

Charla Stevens, Vice Chairperson
McLane, Graf, Raulerson & Middleton Esquire
Board member since 2013

Deborah Brann, Treasurer
Controller – St Paul's School
Board member since 2011

Colleen Cone, Secretary
VP, Talent & Culture
Board member since 2014

Karyn O'Neil
Citizens Bank; Senior Vice President
Board member since 2003

Susan Grodman,
The Derryfield School; Director of Service & Global Education
Board member since 2007

Trevor Arp,
Comcast; VP of Product Management
Board member since 2008

Rev. Gayle Murphy
Northwood Congregational Church, UCC
Board member since 2008

Eric Demaree
CCA Global Partners President Carpet One Floor & Home Division
Board member since 2012

Tracie Sponenberg
Emerson Ecologics
Board member since 2013

Revised: February 2015

Alison Hutcheson
Merchants Fleet Management, Mgr of Sales
Board member since 2014

Emily Brown
Gigunda Group, Director Client Services
Board member since 2014

Kristy Merrill
NH Senate
Board member since 2014

Angela Irons
Asst Vice President, Field Dev LFG
Board member since 2014

Kitten Stearns
Coldwell Banker Residential Brokerage
Board member since 2014

Sedra Michaelson
Strategic Account Manager, CCH, a Wolters Kluwer business
Board member since 2015

Stephanie Allain Savard, LICSW

[redacted]

Licensure and Education:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Professional Experience:

Vice-President, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

Counselor/Family Service Worker, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

Professional Affiliations and Volunteer Experience:

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

Awards & Professional Memberships:

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association "40 Under 40" Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

Meghan E. Shea

OBJECTIVE

Utilize the skills have I attained from my academic and professional training to secure a position providing therapeutic services to individuals and families in need.

EDUCATION

Licensed Independent Clinical Social Worker **October 2012**

Master Licensed Alcohol and Drug Counselor **September 2010**

Master of Social Work, University of New Hampshire **May 2010**

- Graduate May 2010 with an MSW from the Advanced Standing Program
- Special topic course include: Individual and Family Therapy

Bachelor of Art, Social Work, University of New Hampshire **May 2006**

- GPA 3.37 – cum laude
- Special topic courses include: Numerous courses on Substance Use and Family Therapy

WORK EXPERIENCE

Program Manager
Families in Transition: Family Willows Substance Use and Trauma Treatment Center
August 2013 to Present

- Provide clinical oversight of intensive outpatient program staff.
- Management of quality treatment and outcomes
- Oversight of electronic health record and appropriate documentation
- Maintain ethical and confidential programming
- Oversight of program revenue and marketing for treatment program
- Provide clinical supervision to clinical and program staff.
- Transition program from grant funded to third party billing.

Therapist
Bedford Family Therapy **January 2013 to Present**

- Provide individual, couples and family therapy utilizing models and best practices.
- Participate in weekly clinical staff meetings to address issues and collaborate regarding mutual clients.
- Facilitate alcohol and drug assessments.

Clinician **May 2010 to Present**
Families in Transition: Family Willows Substance Abuse and Trauma Treatment Center

- Provide individual therapy utilizing models and best practices.
- Facilitate daily therapeutic groups in an Intensive Outpatient Program utilizing the Seeking Safety Curriculum, Living in Balance, Dialectical Behavioral Therapy, TCU mapping and the Matrix Model.
- Participate in weekly clinical staff team meetings and weekly LADC peer group to address issues and collaborate regarding mutual participants.
- Facilitate therapeutic assessment and alcohol and drug assessment for incoming participants using the GAIN and ASI assessments.
- Supervisor of associate, bachelor and master level social work and community mental health students.

- Provided appropriate interventions for 24 hour emergency on-call services.
- Facilitate therapeutic assessments

Treatment Coordinator **June 2006 to May 2010**
Families in Transition

- Provided case management and support services to homeless families and individuals
- Facilitated groups on budgeting, organization and self improvement skills
- Researched and coordinated referrals to community agencies
- Provided appropriate interventions for 24 hour emergency on-call services
- Participate in weekly supervision for LADC licensure

MSW Intern **May 2009 to May 2010**
Bedford Counseling – Mental Heath Center of Greater Manchester

- Conduct intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis
- Provide therapeutic intervention services to twenty-two individuals using client specific therapeutic interventions
- Attend therapeutic workshops pertaining to duel-diagnosis, behavioral health and client driven treatment planning

INTERESTS AND ACTIVITIES

NH Providers Association- Board Member **July 2014 -Present**

Participant of the Homeless Health Care Advisory Board **June 2012 – December 2014**

CONNECT Suicide Prevention and Postvention Facilitator **June 2011 – Present**

Volunteer Varsity Field Hockey Coach **August 2002 to 2009**
Manchester Central High School - Manchester, New Hampshire

- Coach high school girls in field hockey skills
- Facilitate group discussions, encourage participation, and instruct field hockey workouts and play strategies

REFERENCES – AVAILABLE UPON REQUEST

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Savard	COO	103,092	0%	-
Meghan Shea	Program Manager	69,670	0%	-

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) pending Governor and Executive Council approval, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit B Paragraph VI that reads, notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council approval.

WHEREAS, the State and the Contractor agree to adjust the budget in State Fiscal Year 2015, within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Delete in its entirety Exhibit B-2 Amendment #2 and replace with Exhibit B-2 Amendment #3.

Contractor Initials: AAB
Date: 5/29/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Families in Transition

May 29, 2015
Date

NAME Maureen Beauregard
TITLE President

Acknowledgement:
State of NH, County of Hillsborough on May 29, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Ruth Syrek
Admin Asst.

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Contractor Initials: MB
Date: 5/29/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/15
Date

Name: Megan A. Yorke
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: AB
Date: 5/29/15

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Families in Transition

Budget Request for: Substance Use Disorder Treatment Enhanced Services - Childcare and Transportation Services
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 32,640.00	$ -	$ 32,640.00	
2. Employee Benefits	$ 8,790.00	$ -	$ 8,790.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 300.00	$ -	$ 300.00	
Repair and Maintenance	$ 300.00	$ -	$ 300.00	
Purchase/Depreciation (computer)	$ 900.00	$ -	$ 900.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ 3,000.00	$ -	$ 3,000.00	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 360.00	$ -	$ 360.00	
Postage	$ 300.00	$ -	$ 300.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ 500.00	$ -	$ 500.00	
Insurance	$ 420.00	$ -	$ 420.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 500.00	$ -	$ 500.00	
10. Marketing/Communications		$ -	$ -	
11. Staff Education and Training	$ 780.00	$ -	$ 780.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Vehicle):	$0.00	$ -	$ -	
Vehicle Expenses: (gas,loan, maintenance, registration)	$ 9,840.00	$ -	$ 9,840.00	
		$ -	$ -	
		$ -	$ -	
TOTAL	$ 60,280.00	$ -	$ 60,280.00	
Indirect As A Percent of Direct		0.0%		

Contractor Initials: MB
Date: 5/29/15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 29, 2015
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29 day of May, 2015.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dick Anagnost
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of May, 2015,

By Dick Anagnost.
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires:

Client#: 53565 FAMIL6

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co.	
INSURED Families in Transition, Inc 122 Market St Manchester, NH 03101	INSURER B : AmTrust North America, Inc.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1272568	01/01/2015	01/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			PHPK1272568	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			PHUB484416	01/01/2015	01/01/2016	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WWC3115830	01/01/2015	01/01/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Workers Compensation

3A State: NH

CERTIFICATE HOLDER

State of New Hampshire,
Department of Health and Human Services
Bureau of Homeless and Housing
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 19, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #101) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $1,163,855.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

8. Add Exhibit B-3

Contractor Initials: MF
Date: 5/29/15

9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

10. Add Exhibit C-1, Revisions To General Provisions.

11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: MAB
Date: 5/29/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Families in Transition

May 29, 2015
Date

NAME Maureen Beauregard
TITLE President

Acknowledgement:
State of NH, County of Hillsborough on May 29, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Name and Title of Notary or Justice of the Peace

Ruth Syrek
Admin Asst.

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/15
Date

Name: Megan A. Lopez
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: MB
Date: 5/29/15

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: MAB
Date: 5/29/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
X	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Provisions for Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements

with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative

discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block

Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.
Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon

as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.
A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a

hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $166,265.00 as follows:

- 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-3****

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

**** Payment for Enhanced Services will be made on cost reimbursement basis and in accordance with Exhibit B-3. The Contractor will submit an invoice by the 15th of the month for actual expenses incurred in the prior month. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Contractor will provide supporting documentation to support evidence of actual expenditures. For Vehicle Expense, the Contractor will provide the Department for approval within 10 days of the effective date of the contract, a loan payment schedule. Total payments to the Contractor will not exceed the total of the Contractor's loan invoices. The Contractor will submit copies of their loan invoices each month.

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health

Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Families in Transition

Budget Request for: Substance Use Disorder Treatment Enhanced Services - Childcare and Transportation Services
Name of Program

Budget Period: July 1, 2015 to December 31, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 16,320.00	$ -	$ 16,320.00	
2. Employee Benefits	$ 4,395.00	$ -	$ 4,395.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 150.00	$ -	$ 150.00	
Repair and Maintenance	$ 150.00	$ -	$ 150.00	
Purchase/Depreciation (computer)	$ 450.00	$ -	$ 450.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 250.00	$ -	$ 250.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 250.00	$ -	$ 250.00	
6. Travel	$ 250.00	$ -	$ 250.00	
7. Occupancy	$ 1,500.00	$ -	$ 1,500.00	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 180.00	$ -	$ 180.00	
Postage	$ 150.00	$ -	$ 150.00	
Subscriptions	$ 75.00	$ -	$ 75.00	
Audit and Legal	$ 250.00	$ -	$ 250.00	
Insurance	$ 210.00	$ -	$ 210.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 250.00	$ -	$ 250.00	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ 390.00	$ -	$ 390.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (Vehicle):	$0.00	$ -	$ -	
Vehicle Expenses: (gas,loan, maintenance, registration)	$ 4,920.00	$ -	$ 4,920.00	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 30,140.00**	**$ -**	**$ 30,140.00**	

Indirect As A Percent of Direct 0.0%

Contractor Initials: MM
Date: 5/29/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $5,000,000.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Families in Transition

May 29, 2015
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Families in Transition

May 29, 2015
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Families in Transition

May 29, 2015
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Families in Transition

May 29, 2015
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Families in Transition

May 29, 2015
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Families in Transition
The State	Name of the Contractor
Kathleen A Dunn	Maureen Beauregard
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
6/2/15	May 29, 2015
Date	Date

CERTIFICATE OF VOTE

I, Dick Anagnost, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 29, 2015
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29 day of May, 2015.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Dick Anagnost
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of May, 2015,

By Dick Anagnost.
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires:

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephanie Savard	COO	$84,200	0%	-
Mary Beth Collins	Childcare Provider	$38,376	50%	19,188
Mary Curtis	Bus Driver	$5,330	25%	1,333

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 101) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $997,590
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2
6) Add Exhibit B-2 Amendment #2

Contractor Initials: MH
Date: 5/21/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

Families in Transition

May 21, 2014
Date

NAME Maureen Beauregard
TITLE President

Acknowledgement:
State of NH, County of Hillsborough on May 21, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Ruth Syrek
Admin Asst.

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Contractor Initials:
Date: 5/21/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MH
Date: 5/21/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: MB
Date: 5/21/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Recovery Support Services: Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
X	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

The remainder of this page is intentionally left blank.

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B and Exhibit B-2.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $332,530 as follows:

- 100 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 0 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 0 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: MP
Date: 5/21/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
X	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

   A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but

not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should altemate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Families in Transition

Budget Request for: Substance Use Disorder Treatment Enhanced Services - Childcare and Transportation Services
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

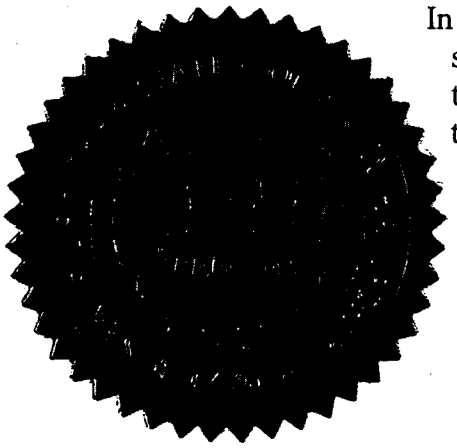
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 42,640.00	$ -	$ 42,640.00	
2. Employee Benefits	$ 8,790.00	$ -	$ 8,790.00	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ 300.00	$ -	$ 300.00	
Repair and Maintenance	$ 300.00	$ -	$ 300.00	
Purchase/Depreciation (computer)	$ 900.00	$ -	$ 900.00	
5. Supplies:	$ -	$ -	$ -	
Educational	$ 500.00	$ -	$ 500.00	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ 500.00	$ -	$ 500.00	
6. Travel	$ 500.00	$ -	$ 500.00	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ 360.00	$ -	$ 360.00	
Postage	$ 300.00	$ -	$ 300.00	
Subscriptions	$ 150.00	$ -	$ 150.00	
Audit and Legal	$ 500.00	$ -	$ 500.00	
Insurance	$ 420.00	$ -	$ 420.00	
Board Expenses	$ -	$ -	$ -	
9. Software	$ 500.00	$ -	$ 500.00	
10. Marketing/Communications		$ -	$ -	
11. Staff Education and Training	$ 780.00	$ -	$ 780.00	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
Vehicle Exp (gas,loan, maint, regist)	$ 2,840.00	$ -	$ 2,840.00	
		$ -	$ -	
		$ -	$ -	
TOTAL	**$ 60,280.00**	**$ -**	**$ 60,280.00**	
Indirect As A Percent of Direct		0.0%		

Contractor Initials: MD
Date: 5/21/14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Karyn O'Neil, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 21, 2014
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of May, 2014
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Karyn O'Neil
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21 day of May, 2014,

By Karyn O'Neil.
(Name of Elected Officer of the Agency)

Ruth Syrek
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

Commission Expires: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Families in Transition (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 665,060.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and. • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $332,530.00"

4) **Add** Exhibit B-1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Families in Transition

May 9, 2013
Date

Name: Maureen Beauregard
Title: President

Acknowledgement:
State of NH, County of Hillsborough on May 9, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

LAURIE SAUNDERS
Notary Public - New Hampshire
My Commission Expires October 8, 2013

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Joanne P. Hesick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Families In Transition - The Family Willows IOP

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

1. Total Salary/Wages	$ 249,070.00	$ 7,874.00	$ 256,944.00	$ -	$ -	$ -	$ 249,070.00	$ 7,874.00	$ 256,944.00
2. Employee Benefits	$ 53,490.00	$ 2,358.00	$ 55,848.00	$ -	$ -	$ -	$ 53,490.00	$ 2,358.00	$ 55,848.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ 2,950.00	$ 2,950.00	$ -	$ -	$ -	$ -	$ 2,950.00	$ 2,950.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ 3,000.00	$ 3,000.00	$ -	$ -	$ -	$ -	$ 3,000.00	$ 3,000.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ 2,000.00	$ 2,000.00	$ -	$ -	$ -	$ -	$ 2,000.00	$ 2,000.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ 1,150.00	$ 1,150.00	$ -	$ -	$ -	$ -	$ 1,150.00	$ 1,150.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 2,100.00	$ 2,100.00	$ -	$ -	$ -	$ -	$ 2,100.00	$ 2,100.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 2,038.00	$ 2,038.00	$ -	$ -	$ -	$ -	$ 2,038.00	$ 2,038.00
Insurance	$ -	$ 4,000.00	$ 4,000.00	$ -	$ -	$ -	$ -	$ 4,000.00	$ 4,000.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ 2,500.00	$ 2,500.00	$ -	$ -	$ -	$ -	$ 2,500.00	$ 2,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 302,560.00	$ 29,970.00	$ 332,530.00	$ -	$ -	$ -	$ 302,560.00	$ 29,970.00	$ 332,530.00
Indirect As A Percent of Direct		9.9%							

Client#: 53565 FAMIL6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co.	
INSURED Families in Transition, Inc 122 Market St Manchester, NH 03101	INSURER B : Wesco Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK961287	01/01/2013	01/01/2014	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			PHPK961287	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR			PHUB406925	01/01/2013	01/01/2014	EACH OCCURRENCE	$5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WWC3047690	01/01/2013	01/01/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of New Hampshire,
Department of Health and Human e Services
Bureau of Drug and Alcohol Srv
105 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SML

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Karyn O'Neil, do hereby certify that:
(Name of Clerk of the Corporation: cannot be contract signatory)

1. I am a duly elected Clerk of Families in Transition.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 9, 2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, , for the provision of

_____ services.

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of May, 2013.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Karyn O'Neil
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9 day of May, 2013.

By Karyn O'Neil.
(Name of Clerk of the Corporation)

Laurie Saunders
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LAURIE SAUNDERS
Notary Public - New Hampshire
My Commission Expires October 8, 2013

Commission Expires:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 29, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 13
ITEM # 101

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families in Transition (Vendor #157730 B001), 122 Market Street, Manchester, NH 03101, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $332,530.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$332,530.00
			Subtotal	$332,530.00
			Total	$332,530.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving ~~treatment for alcohol abuse: 93,990 (7% of~~ population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families in Transition was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $332,530.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name		CFS	Con. Hosp	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	13.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	13.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.08
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,236	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,484	$244,501	$2,615,553	$513,951	$1,329,836	$37,567	$747,691	$9,10,630
BUDGET AWARDED		$96,803	$74,306	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,256,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph D	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Janne Powers	Tx&Rec. Serv. Coord	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number ~~05-95-95-958410-1387-102-500734~~ 05-95-95-958410-5365-102-500734 ~~05-95-95-958410-1388-102-500734~~	1.7 Completion Date June 30, 2013	1.8 Price Limitation $332,530.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-4093	
1.11 Contractor Signature Maureen Beauregard		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/23/12 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Laurie Saunders

LAURIE SAUNDERS
Notary Public - New Hampshire
My Commission Expires October 8, 2013

1.13.2 Name and Title of Notary or Justice of the Peace

Laurie Saunders, Bookkeeper, Notary Public

1.14 State Agency Signature Nancy L. Rollins	1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY
6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MB
Date: 5/23/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: MAB
Date: 5/23/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Families in Transition

ADDRESS: 122 Market Street, Manchester, NH 03101

EXECUTIVE DIRECTOR: Maureen Beauregard
TELEPHONE: 603-641-9441

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Number of clients to be served during the contract period	$ Awarded
Intensive Outpatient	4.43		87	$332,530
Group – Recovery Support Services *			44	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing

dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:

The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101

603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.

- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Based Practices	Based Practices	• NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;

4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client.

This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Families in Transition

ADDRESS: 122 Market Street, Manchester, NH 03101

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Maureen Beauregard
TELEPHONE: 603-641-9441

Vendor #157730-B001 Job #95846503 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 332,530.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $332,530.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. **Invoicing & Billing:**

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State

related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

122 Market Street, Manchester, NH 03101

Check ☐ if there are workplaces on file that are not identified here.

Families in Transition — From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Contractor Name — Period Covered by this Certification

Maureen Beauregard, President

(1) Name and Title of Authorized Contractor Representative

Maureen Beauregard — May 23, 2012

(2) Contractor Representative Signature — Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

A. *Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Maureen Beauregard — President
Contractor Signature — *Contractor's Representative Title*

Maureen Beauregard — May 23, 2012
Contractor Name — *Date*

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) *PRIMARY COVERED TRANSACTIONS*

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

   d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Maureen Beauregard — President

Contractor Signature — Contractor's Representative Title

Maureen Beauregard — May 23, 2012

Contractor Name — Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Maureen Beauregard	President
Contractor Signature	**Contractor's Representative Title**
Maureen Beauregard	May 23, 2012
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Maureen Beauregard
Contractor Signature

President
Contractor's Representative Title

Maureen Beauregard
Contractor Name

May 23, 2012
Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Maureen Beauregard
The State Agency Name	Name of Contractor
Nancy L. Rollins	Maureen Beauregard
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
5/31/12	May 23, 2012
Date	Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Maureen Beauregard
(Contractor Representative Signature)

Maureen Beauregard, President
(Authorized Contractor Representative Name & Title)

Families in Transition
(Contractor Name)

May 23, 2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

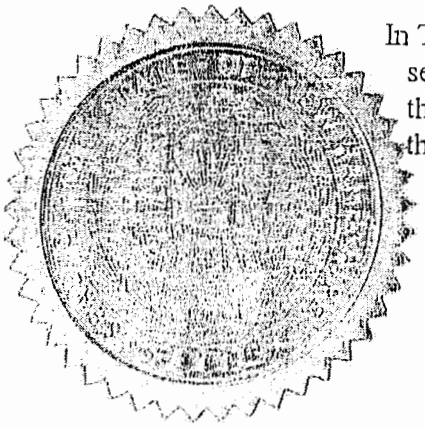
Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Susan Grodman, of Families in Transition, do hereby certify that:

1. I am the duly elected Secretary of Families in Transition;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 23, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the President is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Maureen Beauregard is the duly elected President of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 23 day of May, 2012.

Susan Grodman, Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23 day of May, 2012 by Susan Grodman.

Notary Public/Justice of the Peace – Laurie Saunders
My Commission Expires:

LAURIE SAUNDERS
Notary Public - New Hampshire
My Commission Expires October 8, 2013

State of New Hampshire
Department of Health and Human Services
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #108) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), and (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $5,271,303.50.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #5, Method and Conditions Precedent to Payment.

Contractor Initials: PBM
Date: 7/23/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Phoenix Houses of New England, Inc.

7/23/15
Date

NAME PATRICK B. McENEANEY
TITLE PRESIDENT & CEO

Peter Hurley /TREASURER

Acknowledgement:
State of RHODE ISLAND, County of PROVIDENCE on JULY 23, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Ena Paradysz NOTARY
Name and Title of Notary or Justice of the Peace

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

Contractor Initials: BBM
Date: 7/23/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials _____
Date 7/12/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $781,014.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and

Contractor Initials
Date 7/16/15

within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $3,360.00

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post

discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,

can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC., a(n) Rhode Island nonprofit corporation, registered to do business in New Hampshire on June 14, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, _____Peter H. Hurley_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _____Phoenix Houses of New England_____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on ___May 21 , 2015__:
(Date)

RESOLVED: That the _President and Chief Executive Officer_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the _____ day of __July_27_____, 2015___.
(Date Contract Signed)

4. __Patrick B. McEneaney_____ is the duly elected ____President and Chief Executive Officer__
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Peter H Hurley
_____
(Signature of the Elected Officer)

STATE OF Rhode Island

County of _Providence_____

The forgoing instrument was acknowledged before me this _____ day of _July_27___, 2015____,

By __Peter H Hurley_____.
(Name of Elected Officer of the Agency)

Ena E Paradysz
_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

Client#: 99337 PHOENHOUSE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: somersetclsupport@mma-ne.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED Phoenix Houses of New England, Inc. 99 Wayland Ave., Suite 100 Providence, RI 02906	INSURER B : National Union Fire Ins Co Pitt	19445
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6797828	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	X Bl/PD Ded:10000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC			Retroactive Date	07/01/2014		PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:						Policy Agg	$10,000,000
B	AUTOMOBILE LIABILITY			CA3482472	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6797827	07/01/2015	07/01/2016	EACH OCCURRENCE	$10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$10,000,000
	DED ☐ RETENTION $			Retroactive Date	07/01/2014			$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			6797828	07/01/2015	07/01/2016	$1,000,000 Per Claim $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER

State of New Hampshire Div of
Public Health Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wm. C. Cleveland

NPCYF

CERTIFICATE OF LIABILITY INSURANCE

3/30/2016 | DATE (MM/DD/YYYY) 3/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1364887 Phoenix House of New England Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02906-4313	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : New Hampshire Insurance Company 23841 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES PHOI1001 CERTIFICATE NUMBER: 10495291 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 86672181 (NH, VT)	3/30/2015	3/30/2016	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10 days notice of cancellation for non-payment of premium. This certificate supersedes previous version issued on 3/19/2012

CERTIFICATE HOLDER

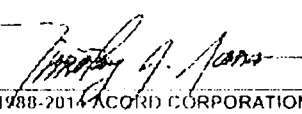
10495291

State of New Hampshire
Department of Health & Human Services
105 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Phoenix House

Rising Above Addiction

MISSION STATEMENT

Phoenix House is committed to protecting and supporting

Individuals, families and communities affected by

Substance abuse and dependency. We realize our mission through:

A holistic approach that seeks to address mental, physical, and social health;

The innovation of best practices in prevention, treatment and recovery programs;

And the promotion of greater understanding of addiction.

Grant Thornton

Report to the Finance Committee of the Board of Directors of

Phoenix Houses of New England, Inc.

September 15, 2014

Phoenix House
Rising Above Addiction

Table of Contents

This report is intended solely for the information and use of the Board of Directors, the Finance Committee and Management of Phoenix Houses of New England, Inc. and should not be used by anyone other than these specified parties.

I. Scope of Services

Services covered under our Engagement Letter:

- Financial statement audit of **Phoenix Houses of New England, Inc.** ("**PH New England**") as of and for the year ended June 30, 2014 in accordance with U.S. Generally Accepted Auditing Standards and Government Auditing Standards (Included in Section V)
- Audit of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division Uniform Financial Statements ("UFR") as of and for the year ended June 30, 2014 (In process)
- Federal OMB Circular A-133 compliance audit of **PH New England** for the year ended June 30, 2014 (In process)
- Preparation of an Internal Control letter relating to the fiscal 2014 audit
- Review of **PH New England's** 2014 IRS Form 990 and related state tax filings

II. Required Communications with the Finance Committee

Professional auditing standards require us to communicate the following matters to those individuals responsible for the oversight of the financial reporting process:

Required Communications:	Disposition:
The auditor's responsibility under U.S. generally accepted auditing standards	Our audit was designed to provide reasonable, not absolute, assurance that PH New England's financial statements are presented fairly in accordance with U.S. GAAP. Our responsibilities are more fully explained in our Engagement Letter addressed to Mr. Kevin Kirchoff, included in Section V of this presentation.
Changes in significant accounting policies	No significant changes to report. PH New England's significant accounting policies employed in the preparation of its financial statements are disclosed in Note 2.
Significant management judgments and accounting estimates	Determining allowances for doubtful accounts; allocation of expenses amongst functional expense categories; the useful lives assigned to fixed assets; estimates related to incurred but not reported claims liability; and the fair values assigned to certain financial instruments. We have reviewed the methodologies utilized by management for all significant accounting matters and concluded the estimates appear reasonable.
Audit adjustments (recorded and unrecorded) and omitted disclosures	Please see the following schedule for unrecorded adjustments and omitted disclosure identified as a part of the fiscal 2014 audit.
Responsibility for information in other documents containing audited financial statements and auditors' report	Management is responsible for informing us on a timely basis. We are responsible for reading the document in its entirety and ensuring that there is no information contradictory to the financial statements or knowledge gained during the conduct of our audit.
Consultation with other accountants	Not aware of any such consultations.
Major issues discussed with management prior to retention	None to report.
Difficulties encountered in performing the audit, irregularities or illegal acts	No difficulties were encountered while performing our audit that requires the attention of the Committee. We had the full cooperation of management and free access to all the appropriate information necessary to conduct our financial statement audit.
Material weaknesses or significant deficiencies in the internal control structure. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of control deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.	The results of our procedures did not identify any material weaknesses or significant deficiencies.

Phoenix House of New England, Inc.

As of and for the year ended June 30, 2014

Summary of Unrecorded Audit Adjustments

#	Account Description		Debit	Credit
The following adjusting journal entries proposed by you as a result of the fiscal 2014 audit have not been recorded by PH New England as individually and in the aggregate they were deemed to be immaterial to the 2014 financial statements.				
1	Unrestricted Net Assets	$	53,714	
	Accumulated Depreciation			53,714
	To accurately state accumulated depreciation as of June 30, 2014			
2	Note Receivable Discount Expense	$	78,794	
	Amortization of Discount on Notes Receivable		10,771	
	Discount on Notes Receivable (Contra Asset)			78,794
	Interest Income			3,481
	Unrestricted Net Assets			7,290
	To appropriately record imputed interest and related amortization from the inception of the note receivable agreements as of June 30, 2014.			
3	Bad Debt Expense	$	34,135	
	Contribution Revenue			34,135
	To properly record the write-off of uncollectible contributions receivable as bad debt expense			
4	Equipment	$	101,031	
	Capital Lease Obligations			28,380
	Long Term Capital Lease Obligation			72,651
	To properly record equipment acquired under capital leases as of June 30, 2014.			
	Current Lease Obligation	$	26,857	
	Interest Expense		1,523	
	Rent Expense			28,380
	To properly account for lease payments under capital lease obligations for the year ended June 30, 2014.			
	Depreciation Expense	$	26,934	
	Accumulated Depreciation Expense			26,934
	To record depreciation expense under capital leases for the year ended June 30, 2014.			
	Capital Lease Obligations	$	13,384	
	Unrestricted Net Assets			13,384
	To properly account for lease payments under capital lease obligations for the year ended June 30, 2013.			
	Unrestricted Net Assets	$	12,828	
	Accumulated Depreciation Expense			12,828
	To record depreciation expense under capital leases for the year ended June 30, 2013.			

III. Draft Financial Statements

- Review of Draft Financial Statements

Financial Statements and Supplementary
Information Together With
Report of Independent Certified Public Accountants

PHOENIX HOUSES OF NEW ENGLAND, INC.

June 30, 2014 and 2013

PHOENIX HOUSES OF NEW ENGLAND, INC.

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Phoenix Houses of New England, Inc.:

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Phoenix Houses of New England, Inc. as of June 30, 2014 and 2013, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2014 and 2013, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

New York, New York
September __, 2014

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Financial Position
As of June 30, 2014 and 2013

ASSETS	2014	2013
CURRENT ASSETS		
Cash and cash equivalents	$ 248,729	$ 303,027
Due from government agencies, net of allowance of approximately $562,000 and $297,000 in 2014 and 2013, respectively	2,746,436	2,680,260
Current portion of contributions receivable, net (Note 4)	81,931	107,751
Other receivables, net of allowance of approximately $480,000 and $393,000 in 2014 and 2013, respectively	1,065,899	743,450
Prepaid expenses and other assets	223,786	229,990
Current portion of note receivable (Note 5)	5,000	5,000
Total current assets	4,371,781	4,069,478
Contributions receivable, net (Note 4)	23,604	-
Notes receivable (Note 5)	165,000	170,000
Property and equipment, net (Note 6)	4,727,447	4,555,608
Total assets	$ 9,287,832	$ 8,795,086
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,192,935	$ 959,525
Due to government agencies	45,613	7,461
Current portion of capital lease obligation (Note 6)	12,160	11,206
Current portion of long-term debt (Note 7)	22,519	21,504
Revolving loan fund (Note 8)	100,000	100,000
Total current liabilities	1,373,227	1,099,696
Due to Parent (Note 3)	2,280,041	2,181,067
Capital lease obligation (Note 6)	1,353	13,513
Long-term debt (Note 7)	212,996	235,309
Total liabilities	3,867,617	3,529,585
Commitments and contingencies (Note 13)		
NET ASSETS		
Unrestricted	5,310,908	5,126,412
Temporarily restricted (Note 10)	109,307	139,089
Total net assets	5,420,215	5,265,501
Total liabilities and net assets	$ 9,287,832	$ 8,795,086

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 14,246,899	$ -	$ 14,246,899
Client and third-party revenue (Note 9)	8,105,160	-	8,105,160
Donated goods and services	240,391	-	240,391
Grants and contributions	134,037	59,200	193,237
Special event revenue	17,117	-	17,117
Change in beneficial interest in net assets of Parent	-	50,000	50,000
Other revenue	69,865	-	69,865
Net assets released from restrictions - operations	138,982	(138,982)	-
Total operating revenues and support	22,952,451	(29,782)	22,922,669
EXPENSES (Note 12)			
Salaries	11,445,842	-	11,445,842
Employee benefits and payroll taxes	3,361,589	-	3,361,589
Consulting and contractual services	1,108,525	-	1,108,525
Resident sustenance	966,127	-	966,127
Occupancy costs	2,002,955	-	2,002,955
Vehicle costs	275,210	-	275,210
Communications	609,724	-	609,724
Office and program supplies	664,435	-	664,435
Insurance	252,888	-	252,888
Travel	274,902	-	274,902
Interest	13,808	-	13,808
Miscellaneous	218,482	-	218,482
Repairs and maintenance	584,810	-	584,810
Depreciation and amortization	487,457	-	487,457
Adminstrative charges from Parent	519,200	-	519,200
Total operating expenses	22,785,954	-	22,785,954
Changes in net assets from operations	166,497	(29,782)	136,715
OTHER ITEMS			
Depreciation on non-operational assets	(34,001)	-	(34,001)
Total other items	(34,001)	-	(34,001)
Excess of revenues and gains over expenses and losses	132,496	(29,782)	102,714
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	52,000	52,000
Net assets released for capital initiatives	52,000	(52,000)	-
Changes in net assets	184,496	(29,782)	154,714
Net assets, beginning of year	5,126,412	139,089	5,265,501
Net assets, end of year	$ 5,310,908	$ 109,307	$ 5,420,215

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 14,482,032	$ -	$ 14,482,032
Client and third-party revenue (Note 9)	6,772,080	-	6,772,080
Donated goods and services	215,422	-	215,422
Grants and contributions	145,599	-	145,599
Special event revenue, net of costs of direct benefits to donors of approximately $16,000	98,642	-	98,642
Other revenue	28,616	-	28,616
Net assets released from restrictions - operations	17,118	(17,118)	-
Total operating revenues and support	21,759,509	(17,118)	21,742,391
EXPENSES (Note 12)			
Salaries	11,294,149	-	11,294,149
Employee benefits and payroll taxes	2,877,578	-	2,877,578
Consulting and contractual services	1,123,706	-	1,123,706
Resident sustenance	867,372	-	867,372
Occupancy costs	1,768,977	-	1,768,977
Vehicle costs	315,240	-	315,240
Communications	642,234	-	642,234
Office and program supplies	646,739	-	646,739
Insurance	263,107	-	263,107
Travel	283,480	-	283,480
Interest	19,782	-	19,782
Miscellaneous	256,579	-	256,579
Repairs and maintenance	433,595	-	433,595
Depreciation and amortization	528,702	-	528,702
Adminstrative charges from Parent	512,000	-	512,000
Total operating expenses	21,833,240	-	21,833,240
Changes in net assets from operations	(73,731)	(17,118)	(90,849)
OTHER ITEMS			
Depreciation on non-operational assets	(49,882)	-	(49,882)
Total other items	(49,882)	-	(49,882)
Excess of expenses and losses over revenues and gains	(123,613)	(17,118)	(140,731)
Net assets, beginning of year	5,250,025	156,207	5,406,232
Net assets, end of year	$ 5,126,412	$ 139,089	$ 5,265,501

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Cash Flows
For the years ended June 30, 2014 and 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 154,714	$ (140,731)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	352,061	285,319
Depreciation and amortization	521,458	578,584
Contributions restricted for capital expenditures	(52,000)	-
Changes in operating assets and liabilities:		
Due from government agencies	(331,697)	(669,461)
Contributions receivable	2,216	26,212
Other receivables	(408,989)	547,740
Prepaid expenses and other assets	6,204	(30,791)
Notes receivable	5,000	-
Accounts payable and accrued expenses	232,001	111,310
Due to government agencies	38,152	(47,485)
Due to Parent	98,974	(433,226)
Net cash provided by operating activities	618,094	227,471
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(693,297)	(424,539)
Net cash used in investing activities	(693,297)	(424,539)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for capital expenditures	52,000	-
Principal payments on capital lease	(9,797)	(23,088)
Principal payments on long-term debt	(21,298)	(20,334)
Net cash provided by (used in) financing activities	20,905	(43,422)
Net decrease in cash and cash equivalents	(54,298)	(240,490)
Cash and cash equivalents, beginning of year	303,027	543,517
Cash and cash equivalents, end of year	$ 248,729	$ 303,027
Supplemental disclosure of cash flow information:		
Interest paid	$ 13,808	$ 19,782

The accompanying notes are an integral part of these financial statements.

1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Phoenix House Foundation, Inc. (the "Parent") is the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2014 and 2013.

Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported

amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Goods

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended.

Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than $1,000 and with useful lives greater than one year. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized on the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Revenue and Support

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues and expenses relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the operating indicator, excess of revenues and gains over expenses and losses under other changes in net assets.

Special Events Revenue

Special events revenue consists of proceeds from fund-raising events, reported net of direct donor benefits. Revenue and related expenses are recognized upon occurrence of the respective events to which they pertain. For the years ended June 30, 2014 and 2013, direct benefits to donor was approximately $0 and $16,000, respectively.

Government Contract Revenue

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

Client and Third Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed on a per diem basis. Payment agreements have been entered into with certain commercial insurance carriers. The basis for payment to PH New England under these agreements is based on negotiated rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquires have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments or amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on non-operational assets. The statement of operations and changes in net assets also includes the caption "excess of revenues and gains over expenses and losses," which is the performance indicator. Other changes in net assets which are excluded from the performance indicator, consistent with industry practice, include restricted contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2014 and 2013, and PH New England believes the risk of nonperformance by these financial institutions is remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2014 and 2013, are as follows:

	2014	2013
Medicaid	18 %	14 %
Commercial insurance	29	24
Other third-party payors	50	59
Self-pay	3	3
	100 %	100 %

Income Taxes

Guidance in the area of "*Accounting for Uncertainty in Income Taxes,*" under the Financial Accounting Standards Board (FASB) Accounting Standard Codification, clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This standard provides that the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The standard also provides guidance on measurement, classification, interest and penalties, and disclosure. The adoption of this standard by PH New England has not had an impact on the accompanying financial statements. The tax years ended 2012, 2013 and 2014 are still open to audit for both federal and state purposes. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and, to identify and evaluate other matters that may be considered tax positions.

Subsequent Events

PH New England evaluated its subsequent events through September __, 2014, the date these financial statements were available to be issued.

3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. During the years ended June 30, 2014 and 2013, such allocated charges totaled $519,000 and $512,000, respectively, and are included as part of the administrative charges from Parent expense on the accompanying statements of operations and changes in net assets.

Amounts reflected as due to Parent on the accompanying statements of financial position of approximately $2,280,000 and $2,181,000 as of June 30, 2014 and 2013, respectively, relate to costs incurred by PH New England but paid for by the Parent.

4. CONTRIBUTIONS RECEIVABLE

At June 30, 2014 and 2013, PH New England's contributions receivable, net, consists of the following:

	2014	2013
Amounts expected to be collected:		
In less than one year	$ 81,931	$ 107,751
In one to three years	25,000	-
	106,931	107,751
Less: Discount to present value (at a rate of 4.01%)	(1,396)	-
	$ 105,535	$ 107,751

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges are not subsequently adjusted.

5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease and promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of $100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by $5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2014 and 2013, the balance of this note receivable was $95,000 and $100,000, respectively.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest

bearing note of $75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the Due Date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2014 and 2013, the balance of this note receivable was $75,000.

6. PROPERTY AND EQUIPMENT, NET

At June 30, 2014 and 2013, property and equipment, net, consists approximately of the following:

	2014	2013
Land	$ 77,000	$ 69,000
Buildings and improvements	9,485,000	8,923,000
Furniture, fixtures and equipment	1,163,000	1,043,000
Computer equipment	801,000	801,000
Vehicles	45,000	45,000
Construction-in-progress	10,000	7,000
	11,581,000	10,888,000
Less: Accumulated depreciation and amortization	(6,854,000)	(6,332,000)
	$ 4,727,000	$ 4,556,000

Included in property and equipment are assets acquired under capital lease arrangements with terms ranging from four to five years. At June 30, 2014 and 2013, furniture acquired under capital lease arrangements had a cost, each year, of approximately $170,000, and accumulated amortization of approximately $160,000 and $142,000, respectively. Principal payments related to these capital leases totaled approximately $10,000 and $23,000, respectively, for the years ended June 30, 2014 and 2013. Amounts outstanding under these capital leases are included in accounts payable and accrued expenses on the accompanying statements of financial position as of June 30, 2014 and 2013 and totaled approximately $15,000 and $25,000, respectively.

Approximate annual principal payments due on capital leases are as follows for the years ended June 30:

2015	$ 12,000
2016	1,000
	$ 13,000

7. LONG-TERM DEBT

At June 30, 2014 and 2013, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate was fixed at 7.25% for the first five years until June 2012. The rate resets

in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012. The proceeds of the loan were used to purchase and renovate a building. Amounts due under the mortgage are secured by the property purchased. At June 30, 2014 and 2013, the balance of this mortgage payable was approximately $93,000 and $102,000, respectively.

- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.465%, through July 2018. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. At June 30, 2014 and 2013, the balance of this mortgage payable was approximately $143,000 and $155,000, respectively.

Approximate annual principal payments due on all debt are as follows for the years ended June 30:

2015	$ 23,000
2016	24,000
2017	85,000
2018	14,000
2019	90,000
	$ 236,000

8. REVOLVING LOAN FUND

In relation to the acquisition of RICAODD, PH New England assumed an agreement, the Rhode Island Revolving Loan Fund Project- R House, with the State of Rhode Island's Department of Mental Health - Retardation and Hospitals. The revolving loan fund program is a federally mandated program established to provide financial assistance loans to residents of group homes for recovering substance abusers. The State of Rhode Island has provided PH New England with $100,000 to fund these interest-free loans. The revolving loan fund account increases with interest earned on funds on deposit and decreases as a result of uncollectible loans. The loan fund assets are recorded within cash and cash equivalents and other receivables on the accompanying statements of financial position. Outstanding loans receivable as of June 30, 2014 and 2013 were approximately $6,500 and $26,000, respectively.

9. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2014 and 2013, client and third-party revenue consists approximately of the following:

	2014	2013
Healthcare services	$ 2,811,000	$ 2,075,000
Food stamps	174,000	269,000
Private insurance and client payments	3,789,000	3,068,000
Client fees	1,055,000	1,077,000
School lunch program	75,000	85,000
Education, tutoring, and other	201,000	198,000
	$ 8,105,000	$ 6,772,000

10. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2014 and 2013, temporarily restricted net assets are available for the following purposes:

	2014	2013
Capital initiatives	$ 13,000	$ 63,000
Program initiatives	96,000	76,000
	$ 109,000	$ 139,000

For the years ended June 30, 2014 and 2013, net assets totaling approximately $191,000 and $17,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

11. TAX-DEFERRED ANNUITY PLAN

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes contributions equal to 3% to 10% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2014 and 2013, totaled approximately $462,000 and $420,000, respectively, and is recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

12. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as described in Note 1. Expenses related to providing these services, included in the statements of operations and changes in net assets for the years ended June 30, 2014 and 2013, are as follows:

	2014	2013
Residential treatment services	$ 13,795,221	$ 12,533,583
Ambulatory treatment services	3,270,394	3,873,810
Healthcare services	2,523,228	2,309,259
Prevention and Education services	-	32,622
Adminstration and General	3,071,808	2,939,191
Fundraising	125,303	144,775
Total expenses	$ 22,785,954	$ 21,833,240

13. COMMITMENTS AND CONTINGENCIES

Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2019. Total expense under these leases was approximately $927,000 and $738,000 for the years ended June 30, 2014 and 2013, respectively.

Future minimum rental payments due are approximately as follows for the years ended June 30:

2015	$ 769,000
2016	484,000
2017	395,000
2018	232,000
2019	94,000
	$ 1,974,000

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately $312,000 and $417,000 for the years ended June 30, 2014 and 2013, respectively.

Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its business. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

Other

PH New England's title to the facility located in Exeter, RI, is subject to a right of reversion held by the State of Rhode Island if PH New England, or its designee, fails at any time within 25 years from the date of execution of the deed to comply with all the terms and conditions set forth in the deed and related attachments. The deed was executed on November 20, 1990. The terms of the deed include, among other pertinent provisions, that the property be used to provide long-term residential drug dependency treatment,

provide for the increase of current drug dependency treatment slots, conduct research into efficient treatment methods and length of stay, and provide individual and group counseling and training. PH New England believes that it has and will continue to operate this facility consistent with these stated purposes and has included this facility within property and equipment on the accompanying statements of financial position.

SUPPLEMENTARY INFORMATION

PHOENIX HOUSES OF NEW ENGLAND, INC.

Supplemental Information – Schedule of Functional Expenses

For the year ended June 30, 2014

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	$ 6,682,582	$ 2,008,935	$ 1,295,805	$ 9,987,322	$ 1,388,751	$ 69,769	$ 1,458,520	$ 11,445,842
Employee benefits and payroll taxes	1,966,771	594,111	379,656	2,940,538	401,218	19,833	421,051	3,361,589
Consulting and contractual services	643,061	91,395	89,304	823,760	284,765	-	284,765	1,108,525
Resident sustenance	814,652	-	151,475	966,127	-	-	-	966,127
Occupancy costs	1,430,202	263,787	110,521	1,804,510	188,418	10,027	198,445	2,002,955
Vehicle costs	185,225	12,963	4,365	202,553	72,657	-	72,657	275,210
Communications	429,819	79,291	44,306	553,416	51,860	4,448	56,308	609,724
Office and program supplies	372,738	60,586	157,960	591,284	63,446	9,705	73,151	664,435
Insurance	177,315	31,332	33,810	242,457	9,649	782	10,431	252,888
Travel	106,897	63,490	57,823	228,210	42,463	4,229	46,692	274,902
Interest	13,808	-	-	13,808	-	-	-	13,808
Miscellaneous	158,427	13,906	7,326	179,659	33,176	5,647	38,823	218,482
Repairs and maintenance	452,492	25,873	94,245	572,610	11,706	494	12,200	584,810
Depreciation and amortization	361,232	24,725	96,632	482,589	4,499	369	4,868	487,457
Administrative charges from Parent	-	-	-	-	519,200	-	519,200	519,200
Total expenses reported by function	$ 13,795,221	$ 3,270,394	$ 2,523,228	$ 19,588,843	$ 3,071,808	$ 125,303	$ 3,197,111	$ 22,785,954

This schedule should be read in conjunction with the accompanying report of independent certified public accountants and the financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Supplemental Information – Schedule of Functional Expenses

For the year ended June 30, 2013

	Program Services					Supporting Services				
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Prevention and Education Services	Total	Administration and General	Fund-raising	Costs of Direct Benefits to Donors	Total	Total
Salaries	$ 6,315,014	$ 2,386,264	$ 1,157,038	$ 25,410	$ 9,883,726	$ 1,333,685	$ 76,738	$ -	$ 1,410,423	$ 11,294,149
Employee benefits and payroll taxes	1,608,309	613,103	307,393	6,812	2,535,617	323,019	18,942	-	341,961	2,877,578
Consulting and contractual services	489,144	230,956	110,950	-	831,050	292,656	-	-	292,656	1,123,706
Resident sustenance	747,765	346	118,866	-	866,977	-	395	14,032	14,427	881,404
Occupancy costs	1,254,505	260,006	100,735	-	1,615,246	141,094	12,637	-	153,731	1,768,977
Vehicle costs	213,693	11,988	10,070	-	235,751	79,489	-	-	79,489	315,240
Communications	422,728	95,094	58,573	-	576,395	60,656	5,183	-	65,839	642,234
Office and program supplies	385,520	65,617	131,913	-	583,050	50,802	12,887	-	63,689	646,739
Insurance	166,215	35,109	30,462	400	232,186	30,421	500	-	30,921	263,107
Travel	78,546	99,037	61,265	-	238,848	38,245	6,387	1,225	45,857	284,705
Interest	16,383	-	-	-	16,383	3,399	-	-	3,399	19,782
Miscellaneous	153,260	25,752	7,520	-	186,532	60,974	9,073	479	70,526	257,058
Repairs and maintenance	296,867	25,344	105,467	-	427,678	4,655	1,262	-	5,917	433,595
Depreciation and amortization	385,634	25,194	109,007	-	519,835	8,096	771	-	8,867	528,702
Administrative charges from Parent	-	-	-	-	-	512,000	-	-	512,000	512,000
Total functional expenses	12,533,583	3,873,810	2,309,259	32,622	18,749,274	2,939,191	144,775	15,736	3,099,702	21,848,976
Less: Costs of direct benefits to donors for special event	-	-	-	-	-	-	-	(15,736)	(15,736)	(15,736)
Total expenses reported by function	$ 12,533,583	$ 3,873,810	$ 2,309,259	$ 32,622	$ 18,749,274	$ 2,939,191	$ 144,775	$ -	$ 3,083,966	$ 21,833,240

This schedule should be read in conjunction with the accompanying report of independent certified public accountants and the financial statements and notes thereto.

IV. Financial Reporting Recommendations

1. Capital Lease Obligations:

It is PH New England's policy to only recognize on its financial statements capital leases with payments due greater than $15,000. As a result of our audit procedures, we identified leases that were less than $15,000 entered into during fiscal 2014 and prior fiscal years that met the criteria for capital lease treatment, however, were accounted for by PH New England as operating leases. Accordingly, we recommend that PH New England review all lease agreements in which it enters into annually to ensure that the related accounting treatment for such arrangements is appropriate.

V. Fiscal 2014 Audit Engagement Letter

Grant Thornton

July 18, 2014

Mr. Kevin Kirchoff
Senior Vice President, Chief Financial Officer

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Dear Mr. Kirchoff:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the statement of financial position of Phoenix Houses of New England, Inc. ("PHNE"), as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended.

Our financial statement audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA") and the standards for financial audits of the U.S. Government Accountability Office's ("GAO") *Government Auditing Standards* ("GAGAS") issued by the Comptroller General of the United States. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to PHNE's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. GAGAS further requires us to perform

tests of PHNE's compliance with laws, regulations, and provisions of contracts or grant agreements, in which noncompliance could have a direct and material effect on the determination of financial statement amounts. However, a financial statement audit is not designed to provide assurance on compliance or internal control over financial reporting or to identify immaterial instances of noncompliance or internal control deficiencies.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by fraud or error, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements or noncompliance with laws, regulations, and provisions of contracts or grant agreements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

It should be noted that because the determination of abuse is subjective, we have no responsibility to design the audit to provide reasonable assurance of detecting abuse. Abuse is distinct from fraud and noncompliance. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances.

Pursuant to the Single Audit Act Amendments of 1996 and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* ("OMB Circular A-133") and the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division reporting requirements, we will also audit PHNE's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014. We will conduct our compliance audit in accordance with US GAAS, GAGAS, OMB Circular A-133 and the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division reporting requirements. Those standards and OMB Circular A-133 require the auditor to plan and perform the compliance audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on each major federal program occurred, to enable the auditor to express an opinion on PHNE's compliance with these requirements in all material respects. A compliance audit includes determining major programs, examining, on a test basis, evidence about PHNE's compliance with those requirements, and performing such other procedures as we considered necessary in the circumstances, including performing tests of internal control to evaluate the effectiveness of the design and operation of controls considered relevant to preventing, or detecting and correcting, material noncompliance with requirements applicable to major programs. Absolute assurance is not attainable because the compliance audit is

conducted on a test basis and compliance with the specific program requirements is subject to the inherent limitations of internal control over compliance, which may not prevent or detect intentional or unintentional noncompliance. Accordingly, material noncompliance may remain undetected. Also, a compliance audit is not designed to detect noncompliance, whether intentional or unintentional, that is immaterial. Our compliance audit does not provide a legal determination of PHNE's compliance with those requirements.

Upon the completion of the foregoing financial statement and compliance audits and subject to their findings, we will render our reports on PHNE's financial statements and on PHNE's compliance with the requirements referred to above that are applicable to each of its major federal programs and will communicate our findings in accordance with US GAAS, GAGAS, and OMB Circular A-133. Our report on PHNE's compliance will include our findings on internal control over compliance; however, no opinion will be expressed on internal control over compliance.

As required by GAGAS, we will also render a report that includes our findings on PHNE's internal control over financial reporting and compliance with laws, regulations, and provisions of contracts or grants, and other matters based on our financial statement audit. Such report will be considered integral to the financial statements and will be referred to in our report thereon. However, providing an opinion on internal control over financial reporting or on compliance with those provisions is not an objective of our financial statement audit, and accordingly, we will not express such an opinion.

You have informed us that PHNE will also prepare financial statements that will not be submitted to comply with a legal, regulatory, or contractual requirement for a GAGAS audit. Accordingly, we will render a separate auditor's report that does not reference GAGAS for such financial statements.

It is possible that circumstances may arise in which our reports may differ from their expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Other information

Management is responsible for providing us with other information that will be included in an annual report or similar document containing the audited financial statements and our auditor's report thereon. Management should provide the information prior to the release of our auditor's report. Our responsibility for such information does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate the other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

Responsibilities of those charged with governance

Effective two-way communication with the Audit Committee of the Board of Directors (referred to as "those charged with governance") assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in PHNE's internal control over financial reporting by setting a positive tone at the top and challenging PHNE's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- Fraud involving senior management and fraud that causes a material misstatement;
- Illegal acts, unless clearly inconsequential;
- Violations of provisions of contracts or grant agreements and abuse that causes a material misstatement;
- Non-compliance with the provisions of a major federal financial assistance program;
- Failure to report fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse to specified external parties when required by law or regulation. We may also be required to report such matters directly to the external party;
- Significant deficiencies and material weaknesses in internal control over financial reporting and federal financial assistance;
- Disagreements with management and other serious difficulties encountered;
- Qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures; and,
- Audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements and supplementary information are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- Providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control over financial reporting and federal financial assistance and related information, and any additional information that we may request for audit purposes;

- Providing us with unrestricted access to persons within PHNE from whom we determine it necessary to obtain audit evidence;

- Making us aware of any significant vendor relationships in which the vendor has the responsibility for program compliance;

- Ensuring that PHNE identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations. PHNE should identify and disclose to us all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of financial statement amounts or other significant financial data;

- Taking timely and appropriate steps to remedy fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report;

- Designing, implementing, and maintaining effective internal control over financial reporting and federal financial assistance, which includes adequate accounting records and procedures to safeguard PHNE's assets, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting and federal financial assistance;

- Informing us of their views about the risk of fraud within PHNE and their awareness of any known or suspected fraud and the related corrective action proposed;

- Adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole;

- Establishing and maintaining a process to address and track the status of our findings, conclusions, and recommendations, including providing management's views on such matters as well as planned corrective actions to be included in the report, in a timely manner. This includes informing us of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented;

- Informing us of any events occurring subsequent to the date of the statement of financial position through the date of our auditor's report that may affect the financial statements or the related disclosures;

- Informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures;

- Taking corrective action on any reported findings or questioned costs reported to them and preparing a summary schedule of prior audit findings and a corrective action plan, if applicable, as required by OMB Circular A-133;

- Submitting the reporting package (including financial statements, schedule of expenditures of federal awards, auditor's reports and, if applicable, a summary schedule of prior audit findings and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit; and,

- Distributing the report(s), including the financial statements, supplementary information, and the reports thereon, to those officials and organizations requiring them and to make the report(s) available for public inspection upon request.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- Adequacy of internal control over financial reporting and federal financial assistance and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed;

- Significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies;

- Process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments; and,

- Basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our reports

The inclusion, publication, or reproduction by PHNE of any of our reports in documents such as bond offerings, regulatory filings, and OMB Circular A-133 Data Collection Forms containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our prior permission. In addition, to avoid unnecessary delay or misunderstanding, it is important that PHNE give us timely notice of its intention to issue any such document.

The report on compliance with laws, regulations, and provisions of contracts or grant agreements and internal control over financial reporting and the report on compliance and internal control over compliance related to major programs issued in accordance with OMB Circular A-133, will each include a statement that describes the purpose of the communication, which is to describe the scope of our testing of internal control over financial reporting, internal control over compliance, and compliance, and the result of that testing. Accordingly, these reports are not suitable for any other purpose.

Other services

Supplementary information

Management is responsible for separately preparing the schedule of expenditures of federal awards for the year ended June 30, 2014 in accordance with OMB Circular A-133 and required by the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division reporting requirements including the organization supplemental information Schedule A (unaudited); program supplemental information Schedule B (unaudited); and the related supporting schedules (unaudited) for the year ended June 30, 2014. In addition, we will also audit the schedule of expenditures of Department Agreements for the year ended June 30, 2014. Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- The methods of measurement and presentation of the supplementary information;
- Whether those methods have changed from the methods used in the prior period and the reasons for the change, if any; and,
- Any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with OMB

Circular A-133, the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division reporting requirements, and the other relevant and applicable criteria used in the preparation of the schedules.

Other reports

We will prepare the federal data collection form required to be submitted to the federal audit clearinghouse.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our data collection form preparation services, however, management is also responsible for:

- Making all management decisions and performing all management functions;
- Designating an individual who possesses suitable skills, knowledge or experience, preferably within senior management, to oversee the services;
- Evaluating the adequacy and results of the services performed; and,
- Accepting responsibility for the results of the services.

Accordingly, our data collection form preparation services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures. Professional standards, laws, and regulations may prescribe limitations on non-audit services we may perform without impairing our independence.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which will be based upon our rates for this type of work, will total $58,900, inclusive of $7,000 for our audit of the Schedule of Department Agreements, will be rendered in installments and are payable within 20 days of receipt.

In addition, we will bill for our expenses, including out-of-pocket expenses, investment valuation services, report and presentation production costs and an administrative charge of six percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

Our services under this Engagement Letter include:

- Audit of Phoenix Houses of New England, Inc.'s financial statements as of and for the year ended June 30, 2014;
- OMB Circular A-133 compliance audit of Phoenix Houses of New England, Inc. for the year ended June 30, 2014;
- Audit of the Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division Uniform Financial Statements ("UFR") as of and for the year ended June 30, 2014 of Phoenix Houses of New England, Inc.;
- Audit of the Schedule of Expenditures of Department Agreements for the year ended June 30, 2014; and;
- Prepare a memorandum to management and to the Audit Committee of the Board of Directors on observations and recommendations noted upon our consideration of PHNE's internal control environment, as applicable.

Additional billings

Of course, circumstances may arise that will require us to perform more work. Some of the more common circumstances include: changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in PHNE records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and PHNE, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at PHNE's request or by subpoena, will be billed to PHNE separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with PHNE counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to PHNE. PHNE agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, PHNE will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates, or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton intends to use the technology and resources of the following entities to assist us as follows:

- GT US Shared Services Center India Private Limited ("GTSSC"), an affiliate of Grant Thornton located in Bangalore, India – assists us in providing our professional services
- Capital Confirmation, Inc. – electronic bank confirmation services
- Harvest Investments, Ltd. – valuation of investment portfolio

You hereby consent and authorize us to disclose PHNE information to the above named entities for the purposes described above.

Use of automated data gathering tools

Grant Thornton may use automated data gathering tools developed by us, our affiliates, or third-party service providers, such as SQL scripts to extract data for further analysis for purposes of our engagement. These tools are designed to be executed by PHNE's information technology professionals within PHNE's information systems environment. You hereby consent and authorize us to use these tools only for the purpose of performing our engagement.

Peer review report

GAGAS requires that we provide you with a copy of our most recent triennial quality control review report. Accordingly, our May 31, 2011 Peer Review Report accompanies the Engagement Letter.

Hiring of personnel

PHNE acknowledges that hiring current or former Grant Thornton (or GTIL member firm) personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel, unless the individual is hired in response to a general advertisement made available to the public.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by PHNE will be kept confidential and not disclosed to any third party unless expressly permitted by PHNE or required by law, regulation,

legal process, or professional standards. PHNE is responsible for obtaining, pursuant to law or regulation, consents from parties that provided PHNE with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives ("Regulators"). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or PHNE. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. PHNE agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by PHNE, Grant Thornton, or others.

Further, PHNE shall, upon receipt of written notice, indemnify, defend, and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees,

agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to PHNE's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled, at its option, to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

If because of a change in PHNE's status or due to any other reason, any provision in this Engagement Letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, PHNE and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally

divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between PHNE and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope.

Sincerely,

GRANT THORNTON LLP

Dennis J. Morrone
Partner

Enc: Matters that can cause work in excess of fee estimate
May 31, 2011 Peer Review Report

Agreed and accepted by:

PHOENIX HOUSES OF NEW ENGLAND, INC.

_____ Date: _____

Kevin Kirchoff
Senior Vice President, Chief Financial Officer

Matters that can cause work in excess of fee estimate

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

New award programs or program non-compliance

Our fee estimates assume that award programs audited as major will remain relatively consistent with prior years. When new awards are received, it may require us to audit additional programs to achieve the appropriate testing coverage. In such circumstances, additional fees may be incurred beyond what was previously contemplated. Furthermore, if the results of our procedures identify material program noncompliance or internal control deficiencies, which require extensive research or discussions with the cognizant, oversight, or funding agency, an expansion of our audit scope and additional audit fees may result.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.

VI. Fiscal 2014 Audit Representation Letter (Draft)

September __, 2014

Grant Thornton LLP
666 Third Avenue
13th Floor
New York, NY 10017
Attn: Dennis Morrone
Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2014 and June 30, 2013 and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position and the statement of operations and changes in net assets and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of September _____, 2014, the following representations made to you during your audits.

1. The financial statements referred to above, including the related notes, have been prepared and are fairly presented in accordance with US GAAP.

2. We have prepared an accurate and complete Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133 and New England Uniform Grant Management Standards ("UGMS"), respectively, for the year ended June 30, 2014 and have included expenditures made during the period being audited for all awards provided by federal agencies in the form of grants, federal cost-

reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.

3. We have provided you with:
   a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control over financial reporting, and related information.
   b. Additional information you have requested for audit purposes.
   c. Unrestricted access to persons from whom you determined it necessary to obtain audit evidence.
   d. Minutes of the meetings of Boards of Directors and Committees of Directors or summaries of actions of recent meetings for which minutes have not yet been prepared. All significant board and committee actions are included in the summaries.

4. There have been no communications, written or oral, from regulatory agencies or others concerning noncompliance with, or deficiencies in, financial reporting practices.

5. All transactions have been recorded in the accounting records and are reflected in the financial statements. The adjusting journal entries for the year ended June 30, 2014, which have been proposed by you, are approved by us and will also be recorded in PH New England's accounting records, except as disclosed to you in the following representation #6 of this letter.

6. We believe that the effects of the uncorrected financial statement misstatements, including omitted disclosure outlined in representation #35 of this letter and in the accompanying schedule (Appendix A) are immaterial, both individually and in the aggregate, to the financial statements as a whole.

7. We have considered the results of subrecipient audits and believe there are no adjustments that are necessary to our books and records.

8. There are no significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting of which we are aware.

9. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting PH New England involving:
   a. Management;
   b. Employees who have significant roles in internal control; or,
   c. Others where the fraud could have a material effect on the financial statements.

10. We have no knowledge of any allegations of fraud or suspected fraud affecting PH New England's financial statements received in communications from employees, former employees, analysts, regulators, or others.

11. We have identified and disclosed to you all laws, regulations, contracts, and grant agreements and other matters that have a direct and material effect on the determination of financial statement amounts.

12. There are no violations or possible violations of, or known instances of noncompliance or suspected noncompliance with, laws, including those related to Medicare and Medicaid antifraud and abuse statutes, including but not limited to the Anti-Kickback Statute, Limitation on Certain Physician Referrals (commonly referred to as the "Stark Law"), and the False Claims Act, in any jurisdiction, as well as charitable registration laws; regulations; contracts, grant agreements; donor restrictions or other matters whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for auditor reporting on noncompliance. We have complied with all laws, including charitable registration laws; regulations; contracts; grant agreements; donor restrictions; and other matters.

13. We have established and maintained a process to address and track the status of audit findings, conclusions, and recommendations. We have provided to you our views on such matters, as well as planned corrective actions to be included in the report. We have also identified and informed you of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented or corrective actions taken.

14. PH New England's assets and liabilities are appropriately classified and releases from restriction and reclassifications for the years ended June 30, 2014 and 2013 between net asset categories are reasonable, appropriate and in accord with relevant donor stipulations.

15. PH New England has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

16. The financial statements include all assets and liabilities under PH New England's control.

17. We have disclosed to you the identity of PH New England's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

    We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; and (4) management of the Entity and members of their immediate families.

    Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an

extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

18. Significant estimates and material concentrations known to management that are required to be disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*™ (ASC) 275, *Risks and Uncertainties*) are properly disclosed in the financial statements.

    Significant estimates are estimates at the date of the statement of financial position that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

19. The methods and significant assumptions used in making accounting estimates, including those measured at fair value, are reasonable, consistently applied, and result in a measurement appropriate for financial statement and disclosure purposes. Disclosures related to these estimates and fair value measurements are adequate, complete, and accurate. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require adjustment to these estimates and fair value measurements, or the related disclosures included in the financial statements.

20. There are no guarantees, whether written or oral, under which PH New England is contingently liable.

21. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*).

22. There are no other liabilities or gain or loss contingencies that are required to be accounted for or disclosed in accordance with US GAAP (ASC 450, *Contingencies*).

23. PH New England has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except with respect to two properties in Springfield, MA for two mortgages to the Citizens Bank of Rhode Island.

24. PH New England has adequate controls over the receipt and recording of contributions, grants and contracts and contributed services.

25. An appropriate composition of assets needed to comply with all donor restrictions has been maintained.

26. The basis for the allocation of expenses is reasonable and complies with the requirements of PH New England's various funding sources for the years ended June 30, 2014 and 2013.

27. PH New England is a tax-exempt organization under the Internal Revenue Code. In addition, PH New England has maintained its tax-exempt status by conducting activities within the scope of its exemptions granted by the Internal Revenue Service.

28. Third-party payor programs in which PH New England participates are based upon complex laws and regulations. Noncompliance with such laws and regulations could result in fines, penalties and exclusion from such programs. PH New England is not aware of any known or any allegation of noncompliance that could have a material adverse effect on its financial statements and management believes that PH New England is in compliance with all applicable laws and regulations.

29. PH New England' contract revenues are subject to audit and possible adjustment by third-party payors. The effects of any such adjustments are recorded when reasonably determinable. Any revenue of this nature or any costs disallowed by the grantor would be absorbed by PH New England; however, it is management's opinion that disallowances, if any, would not be material to its financial statements.

30. At June 30, 2014 and 2013, ASC 410, *Asset Retirement and Environmental Obligations*, did not have a material effect on PH New England' financial statements. Accordingly, management has not disclosed or recorded a liability for an asset retirement obligation associated with any of its properties.

31. At June 30, 2014, PH New England has recorded receivables on its financial statements that represent valid claims against government agencies or other debtors on or before the statement of financial position date and have been appropriately assessed for collectability by management. It is management's opinion that the receivables outstanding at June 30, 2014 are presented at their net realizable value.

32. PH New England has not entered into any derivative or hedging arrangements as of June 30, 2014 and through the date of this letter.

33. PH New England has not entered into any transactions or activities, which could potentially negatively impact its tax-exempt status.

34. PH New England agrees with its third-party consultant's assessment of claims incurred but not reported for fiscal 2014 and has reasonably estimated/reported a liability as of June 30, 2014 for such claims based on the best available information including past claims experience and actual claims reported subsequent to year-end.

35. PH New England has opted not to disclose in the footnotes to its 2014 financial statements its commitments due under capital lease obligations as PH New England deems this omitted disclosure to be immaterial.

36. PH New England is contingently liable under various claims, which have arisen, in the ordinary course of its business. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance and the resolution of which will not have a material effect upon the financial position, changes in net assets or cash flows of PH New England.

37. PH New England's title to the facility located in Exeter, RI, is subject to a right of reversion held by the State of Rhode Island if PH New England, or its designee, fails at any time within 25 years from the date of execution of the deed to comply with all terms and conditions set forth in the deed and related attachments. The deed was executed on November 20, 1990. Terms of the deed include, among other pertinent provisions, that the property be used to provide long-term residual drug dependency treatment, provide for the increase of current drug dependency treatment slots, conduct research into efficient

treatment methods and length of stay, and provide individual and group counseling and training. PH New England believes that it has and will continue to operate this facility consistent with these stated purposes and has included this facility within property and equipment on its 2014 and 2013 statements of financial position.

38. ASC 740, *Income Taxes*, requires that a tax position be recognized or derecognized based on a "more likely than not" threshold. This applies to positions taken or expected to be taken in a tax return. ASC 740 did not have an impact on PH New England' 2014 and 2013 financial statements. PH New England does not believe its financial statements include any uncertain tax positions.

39. We will make the audited financial statements readily available to the intended users of the Schedule of Expenditures of Federal Awards no later than the issuance date of the Schedule of Expenditures of Federal Awards and the auditor's report thereon.

40. PH New England is not subject to the California Nonprofit Integrity Act of 2004 (SB 1262) and there were no changes in circumstances that would change this determination.

41. PH New England's debt arrangements do not have any covenants with which it must comply as of June 30, 2014 and 2013.

42. All events subsequent to the date of the financial statements through the date of this letter and for which US GAAP requires recognition or disclosure in the 2014 financial statements have been recognized or disclosed.

Very truly yours,

PHOENIX HOUSES OF NEW ENGLAND, INC.

_____

Howard Meitiner, President, Chief Executive Officer

_____

Kevin Kirchoff, Senior Vice President, Chief Financial Officer

_____

Irene Posio, Corporate Controller

_____

Patrick McEneaney, Senior Vice President and Regional Director

_____

Susan Shubitowski, Regional Finance Director

Phoenix House of New England, Inc.

As of and for the year ended June 30, 2014

Appendix A - Summary of Unrecorded Audit Adjustments

#	Account Description	Debit	Credit
	The following adjusting journal entries proposed by you as a result of the fiscal 2014 audit have not been recorded by PH New England as individually and in the aggregate they were deemed to be immaterial to the 2014 financial statements.		
1	Unrestricted Net Assets	$ 53,714	
	Accumulated Depreciation		53,714
	To accurately state accumulated depreciation as of June 30, 2014		
2	Note Receivable Discount Expense	$ 78,794	
	Amortization of Discount on Notes Receivable	10,771	
	Discount on Notes Receivable (Contra Asset)		78,794
	Interest Income		3,481
	Unrestricted Net Assets		7,290
	To appropriately record imputed interest and related amortization from the inception of the note receivable agreements as of June 30, 2014.		
3	Bad Debt Expense	$ 34,135	
	Contribution Revenue		34,135
	To properly record the write-off of uncollectible contributions receivable as bad debt expense		
4	Equipment	$ 101,031	
	Capital Lease Obligations		28,380
	Long Term Capital Lease Obligation		72,651
	To properly record equipment acquired under capital leases as of June 30, 2014.		
	Current Lease Obligation	$ 26,857	
	Interest Expense	1,523	
	Rent Expense		28,380
	To properly account for lease payments under capital lease obligations for the year ended June 30, 2014.		
	Depreciation Expense	$ 26,934	
	Accumulated Depreciation Expense		26,934
	To record depreciation expense under capital leases for the year ended June 30, 2014.		
	Capital Lease Obligations	$ 13,384	
	Unrestricted Net Assets		13,384
	To properly account for lease payments under capital lease obligations for the year ended June 30, 2013.		
	Unrestricted Net Assets	$ 12,828	
	Accumulated Depreciation Expense		12,828
	To record depreciation expense under capital leases for the year ended June 30, 2013.		

Howard Meltzner
President, Chief Executive Officer

Kevin Kirchoff
Senior Vice President, Chief Financial Officer

Irene Posio
Corporate Controller

Patrick McEneaney
Senior Vice President and Regional Director

Susan Shubitowski
Regional Director of Finance

VII. Finance Committee Resources

Bringing meaningful information to our clients

As a Not-for-Profit, you must always stay up to date on the latest developments, current challenges and practical solutions, as well as emerging industry knowledge and research. You also need to convey vital information to those you serve in a helpful yet authoritative manner, supplying both industry information and expert opinion on the most effective approach to a wide range of issues. At Grant Thornton, our clients expect the very same from us. That is why we provide timely alerts, surveys and newsletters to keep you informed on issues that may affect your organization.

Your challenges are our focus. Through events (in person and via webcast), publications and sponsorships, our goal is to guide and assist you with meaningful thought leadership.

Events and sponsorships

We offer customized, continued professional education sessions delivered by firm professionals to your boardroom, management teams and those charged with governance.

Finance Committee Resources (continued)

Surveys, newsletters and alerts

ForwardThinking is a timely newsletter that highlights best practices for governance of tax-exempt organizations and provides board and committee members with timely information on current governance issues. Recent issues include:

- Grant Thornton Guide to W-2 reporting of group health insurance costs (issue no. 22)
- Guide to intermediate sanctions for compensation paid to NFP executives (issue no. 21) Safeguarding data privacy (issue no. 20)
- Gazing into the crystal ball: Our predictions for the not-for-profit tax landscape in 2020 (issue no. 19)
- Cloud computing: What you need to know before making the change (issue no. 18)
- Assessing functional expense allocations and related methodologies (issue no. 17)

Serving on the Board of a Not-for-Profit Organization is a booklet offering guidance and best practices for board members of not-for-profit organizations.

Serving on the Audit Committee of a Not-for-Profit Organization is a booklet offering guidance and best practices for audit committee members of not-for-profit organizations.

Tax Hot Topics is a biweekly newsletter written by the tax professionals in our National Tax Office. To make the right choices for your business, you need the latest information on a wide range of tax issues, e.g., IRS rulings, litigation, and state, local and international tax developments.

Finance Committee Resources (continued)

Surveys, newsletters and alerts

NFP Tax Alerts are issued by Grant Thornton's Board Governance Institute. Not-for-Profit Tax Alerts provide you with timely notification of tax issues affecting not-for-profit organizations.

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- *November 12, 2014:* The State of ERM in Not-for-Profit Organizations

*Please note above dates are subject to change.

Alix Fried can be contacted directly to register for any webcasts at Alix.Fried@us.gt.com or 312-602-8206.

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TWOBOLT, Principal Owner
WGS, Chief Executive Officer
[redacted]
Assistant: Madonna Rock Ext.109
Office: [redacted]
Fax:
Email:

DONALD P. WOLFE
Executive Director
McAuley Corporation
[redacted]
Office:
Email: [redacted]

Patrick B. McEneaney

Work Experience

2008 – Present: Phoenix Houses of Florida
1999 - Present: Phoenix Houses of New England
Senior Vice President, Regional Director

Responsible for the fiscal, clinical and administrative operation of two organizations that encompasses fifty programs in forty-seven sites located in seven states.

- Develops short and long range goals and objectives for the organizations.
- Establishes policy that reflects the agency's mission and Board directives.
- Oversees the fiscal integrity of the agencies.
- Supervises senior staff.
- Interacts with state and community officials to affect the delivery of quality behavioral healthcare services.
- Has grown the New England region from $7.1 million in revenue in 1999 to approximately $19 million in Fiscal Year 2009 with surpluses during each of the past five fiscal years.
- Has stabilized the Florida regional budget and is securing additional revenue streams.

1998-1999 Consultant Glastonbury, CT
Private Consultant

Provided services related to human resources to the health care industry.

1986-1998 Catholic Medical Center Jamaica, NY
Vice President, Human Resources

Responsible for human resources administration in a 1300 bed, multi facility health care delivery system with over 6700 employees.

- Supervised forty-five corporate and facility based staff
- Assisted in the development and administration of a $350 million dollar compensation budget.
- Acted as chief labor negotiator and maintained productive relationships with eight unions.
- Developed deferred compensation programs and acted as Management Trustee for pension funds in excess of $4 billion in assets.

- Played a leadership role in ensuring compliance with regulatory mandates.

1979-1986 St. John's Queen's Hospital Division Elmhurst, NY
Director of Personnel

Catholic Medical Center Jamaica, NY
Associate Director, Personnel and Labor Relations

Positions held concurrently. Responsible for human resources and labor relations.

- Revised HR policies and introduced new orientation and staff development programs.
- Developed an innovative information system.
- Developed and administered annual operating budget.
- Established and maintained excellent working relationships with union representation and improved procedures for conflict resolution.

1976-1979 Catholic Medical Center Jamaica, NY
Various Human Resource positions

Positions held included Affirmative Action Coordinator, Director of Labor Relations and Assistant Personnel Director.

1993-1999 St. John's University Jamaica, NY

Education

1990 Baruch College, City University of New York
Executive MBA

1984 Cornell University, Ithaca, NY
Labor Relations Certificate Program

1975 Queens College, City University of New York

RESUME

Richard C. Turner

EDUCATION

M.P.A. University of Vermont, Burlington, VT - 1991

B.A. Baldwin Wallace College, Berea, Ohio - 1971
Major: Sociology; Minor: Philosophy

Many hours and a variety of specialized management and supervisory training programs

EMPLOYMENT

3-1-06 to present Vice President and Senior Program Director, Vermont and New Hampshire
Phoenix Houses New England, Inc.
131 Wayland Ave.
Providence, RI 02906

Executive leadership, management, program development, and customer relation activities for the Phoenix house programs in the state of Vermont. Vermont and New Hampshire operate Transitional Living Houses, residential programs outpatient services, an adolescent program, a first time DWI educational program, an evidence based curriculum program for the VT Department of Corrections and an in prison women's substance abuse services program..

1-2005 to present President, Richard Turner Consulting, LLC
99 Ricks Road
Plymouth, VT 05056

Principle owner of a consulting company that has helped agencies organize and manage their operations. Work projects since the agency began have been:

- Facilitating a physical plant strategic plan with Maple Leaf Farm, a residential substance abuse treatment facility.
- Coordinating a substance abuse coalition in Burlington, VT,
- Serving as an Interim Director of Central Vermont Substance Abuse Services, a non profit outpatient substance abuse clinic, in Barre, VT.

- Managing a project on developing a universal screening process for adolescent co-occurring disorders for Washington County, VT

10-2003 – 10-2004 Executive Director of Maple Leaf Farm, Associates
PO Box 120
10 Maple Leaf Rd.
Underhill, VT 05489

Executive leadership and management activities for a 33 bed, non-profit substance abuse treatment facility. Medical detoxification and a clinical treatment are the primary activities for the facility. Regular interaction with the Board of Directors and community stakeholders was important and negotiating with revenue providers and fundraising was conducted regularly.

1992 – 2013 Adjunct Instructor
Community College of Vermont
Trinity College
University of Vermont
Champlain College
Burlington, Vermont

Part time faculty teaching "Introduction to Corrections"; "Correctional Management"; "Juvenile Justice"; "Addictions and Substance Abuse"; and "First Year Seminar" at the above Colleges. Most recent teaching has been at Champlain College.

1992 – 10-2003 Director of Correctional Services,
Vermont Department of Corrections,
103 South Main Street, Waterbury, VT
Supervisor: Steven Gold, Commissioner

Executive responsibility for all correctional services for the Vermont Department of Corrections. Correctional Services include all offender education, program services, work programs, security and supervision conducted in nine correctional facilities and eighteen district offices. Offenders include pre-trial detainees, probationers, incarcerated to short-term and long-term status, pre-release, work release, furloughees, intermediate sanctions and parolees. Duties are conducted through direct supervision of Department executives and operating managers. Fiscal year 2003 operating budget - $95 million, 12,000 probationers and parolees, 2,000 incarcerated, 1500 on intermediate sanction and 1000 employees. Primary leader in the organizational structure, primary leader in the service delivery structure. Retired in October of 2003.

1972 - 1992 Director of Security and Operations, Superintendent, Assistant Superintendent, Casework Supervisor, Caseworker, Residential Treatment Counselor and Correctional Officer
Vermont Department of Corrections
103 South Main Street, Waterbury, VT
Supervisor: Thomas E. Perras, Deputy Commissioner

Responsibilities included executive management and policy level direction setting for the Department's correctional institutions and probation and parole Offices. Direct supervision of four Area Managers and the Division of Correctional Services central office staff. Primary program and design developer for two 350 bed medium security institutions, a 100 bed Work Camp, and a variety of other construction projects. Other responsibilities during the career included executive supervision of a couple of correctional facilities, major correctional program development activities and a variety of direct service activities in the beginning of the career; one of which was a Residential Treatment Counselor in a minimum security correctional facility that provide substance abuse counseling for alcohol and drug related offenders.

RESEARCH AND PROFESSIONAL PROJECTS

1974 Faculty member of the New England School of Alcohol Studies.

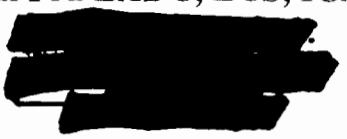
1981 Member of a major task force researching the treatment of the sex offender. Funded by the National Institute of Corrections.

1988 Co-author of A Practitioner's Guide to Treating the Incarcerated Male Sex Offender, U.S. Department of Justice, National Institute of Corrections.

1996 Presentation: Roundtable - Restorative Justice in Action: Vermont's Innovative Reparative Probation Program, the American Society of Criminology, 48th annual meeting, Chicago, IL.

1999 Co-Author, "Race Matters within the Vermont Prison System", Race, Class, Gender and Justice in the United States, Allyn and Bacon, Boston, MA

Peter A. Dal Pra LADC, LCS, ICADC, ICCS



EDUCATION

New Hampshire Technical Institute
Concord, New Hampshire
Associate in Science Degree in Human Services with a Major in Alcohol and Drug Abuse Counseling.
Received May 20, 1994 with Honors.

PROFESSIONAL EXPERIENCE

March 2, 2009 To Present	Phoenix Houses of New England Franklin, Northfield, Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services Subcontracting with: Reentry Resources Counseling-Manchester, NH
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborne Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

PROFESSIONAL SOCIETIES

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

PERSONAL

Adjunct Faculty NH Technical Institute, Concord NH
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439
Licensed Clinical Supervisor, August 2006 Lic # 029
Internationally Certified Alcohol & Drug Counselor ICADC # 19095
Internationally Certified Clinical Supervisor ICCS # 01965
Nationally Certified Trainer:
"Preventing HIV Disease Among Substance Abusers".
"Reaching Adolescents with Risk Free Messages".
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015
Past President Board of Directors-Manchester NH East Little League
Past Member Board of Director-Manchester East Little League
Past President– NH Alcohol and Drug Abuse Counselors Association 2004-06
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15
Co-Chair Legislative Policy Committee- NH Alcohol and Drug Abuse Counselors Association
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee
Former Member Board of Directors- Southern NH AIDS Task Force
Former Member Health & Safety Committee Greater Nashua Red Cross
Senior Staff-NH Teen Institute Summer Program 1999-2013
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013
Certified "Challenge Course Instructor"
Advisory Board Member Southern NH Integrated Health Care Program
Member Demand Treatment Coalition
Member Northern Hillsborough County Coalition
Certified Instructor PRIME for LIFE
2003 Jefferson Award Recipient
Former Board of Director-NH Alcohol and Other Drug Service Providers Association
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs
2007 and 2011 Legislative Advocate Award Recipient from NHADACA
2009 Lifetime Advocacy Award Recipient from NHADACA
2010-Present Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals
Certified Crisis Prevention Institute (CPI) Trainer
Certified HCV Basic Educator
Certified Recovery Coach Trainer

REFERENCES

Available upon request

[redacted]

Jennifer Parker

Objective

To continue employment at Phoenix House.

Experience

August of 2008-Present — Phoenix House Franklin Center — Franklin, NH

Assistant Director

- Licensed Alcohol and Drug Counselor as of December 8th, 2011
- Lead education groups, process groups, individual sessions
- Trained in Seeking Safety, Motivational Interviewing
- Completing paperwork including: intake, ASI, progress notes, discharge summaries
- Manages administrative duties including: petty cash, check requests and billing third parties
- Working towards Licensed Clinical Supervisor credential
- Involved in Franklin Mayor's Drug Task Force, United Way Capital Region Community Prevention Coalition
- Connect Prevention and Postvention Level One Trainer

November of 2003-December of 2010 — Centerplate (Boston Culinary Group and Keiley's) At Gunstock Mountain Resort — Gilford, NH

Line Cook, Cashier, and Wait Staff

- Operate the cash register
- Customer Service
- Short order cooking, prepping food, supervising buffet lines during functions

June of 2007- August of 2008 (Seasonal) — The Lodge at Belmont — Belmont, NH

Assistant Racing Secretary

- Help operate the racing department
- Help manage approximately twenty staff, responsible for hiring and terminating employees
- Completing hire paperwork, paperwork for social security

June 2005- August 2008 — Napa Auto Parts — Meredith, NH

Parts Salesman

- Responsible for answering phones
- Responsible for keeping the store clean, stocking shelves
- Customer Service Skills

Education

September of 2005 to May of 2008 — New Hampshire Technical Institute — Concord, NH

Associates in Science- Addiction Studies

- Graduated honors with 3.38 GPA
- Vice President of The Human Services Club
- Member of the Student Leadership Team
- Awarded the Glenn Brewster Award for achievement in my degree major

Jennifer Parker

September of 2010- May 2013 | Plymouth State University | Plymouth, NH

Bachelor's in Psychology- Concentration in Mental Health Candidate

- Completed six semesters (three with honors)

June 2013- present | Southern NH University | Manchester, NH

Bachelor's in Psychology- Concentration in Substance Abuse Candidate

- Completed six semesters
- Inducted into the National Society of Leadership and Success (honor society)

Other Community Involvement

September 2011- Present | Belmont Bogie Busters | Belmont, NH

Director from March 2012- Present

- Responsible for overseeing voting
- Organize and run fundraisers throughout the community to benefit Camp Sno Mo (Easter Seals of NH)
- Participate in Old Home Day festivities
- Help maintain snowmobile trails in Belmont

References

References are available on request.

Samantha Nolte, BA

[redacted]

EDUCATION:

Keene State College-Keene, NH

B.A., Psychology-December 2007

GPA Overall 3.53/4.00

HONORS/ACHIEVEMENTS:

Phoenix House Employee Excellence Award-07/09 and 12/11

Deans List for 9 terms

NSCS-National Society of Collegiate Scholars

EMPLOYMENT HISTORY:

8/13 to present PHOENIX HOUSE ACADEMY- Dublin, NH

Program Director

- Providing supervision and oversight for an adolescent residential program focusing on substance abuse treatment.
- Responsible for creating and implementing a high quality clinical program and ensuring that it satisfies the requirements of four separate state and federal regulatory boards.
- Direct oversight of a 300k budget including managing revenue streams and developing strategic plans to improve funding sources.
- Maintained the census and oversight of the waiting list. Performed client interviews and assessment for admission into the program.
- Responsible for performing quality assurance audits on all clinical documentation.
- Maintaining utilization data necessary for program evaluation and state agencies.
- Responsible for maintaining the program's compliance with facility safety policies and procedures, data collection and reporting.
- Responsible for developing positive relationships with multiple communities in the New England area.
- Responsible for all staff scheduling.

2/10 to present PHOENIX HOUSE ACADEMY- Dublin, NH

Senior Clinician/House Manager

- Carried a caseload of 4-5 clients, including holding individual sessions with clients, treatment planning, case management, and discharge planning.
- Supervised employees beginning in the field. Provided specific guidance through clinical supervision in counselor development such trainings, ethics, and clinical approaches.
- Responsible assisting the Program Director in building and maintaining a census- including marketing the program as well as overall program management.
- Trained as a Subject Matter Expert for the new electronic medical record, Welligent. Instrumental in implementing this system within the program as well as training other programs to utilize the system.
- Organized admissions and completed clinical assessments (ADAD, ASI) to determine clinical appropriateness for this level of care.

- Maintained working relationship with agencies, resources, and families to coordinate services for client care; provide information on substance abuse treatment resources and services; and make necessary referrals.

02/08 to 8/10 PHOENIX HOUSE-Dublin, NH

Residential Counselor

- Carried a caseload of 4-5 clients, including holding individual sessions with clients, treatment planning, case management, and discharge planning.
- Drafted and presented client updates, responsible for client assessments, treatment planning, and case management.
- Facilitated group and individual sessions, gained specific experience in running a variety of psycho-educational as well as clinical groups. Gain experience in evidence based practices.
- Worked within a team of professionals to effectively manage the clinical milieu including day to day activities, recreational activities, and crisis management as needed.

07/05-02/08 NORTH MEADOW FAMILY HEALTH-Peterborough, NH

Admin/Receptionist

- Instrumental in the implementation of a new electronic medical record for all employees.
- Assisted in management of the office- including clerical duties such as scheduling, filing, answering phones, scanning medical records into computer, medical records coordinating.
- Developed knowledge of the medical field, including confidentiality, and ethical standards. Worked with a diverse group of people, demonstrating leadership and teamwork.

INTERNSHIPS/ACTIVITIES:

01/07-05/07 MONADNOCK FAMILY SERVICES-MANY OPTIONS PROGRAM

Practicum at the Many Options Program-after school program Keene, NH.

- Worked with children grades 5-9, offering mentoring, drug free activities, academic tutoring, and positive role modeling. Also responsible for taking children to local places to learn and be active in the community.

SKILLS:

Trained in Aggression Replacement Training

Trained in Motivation Interviewing

Experience with Cognitive Behavioral approaches and trauma informed counseling (Seeking Safety)

Computer literacy

CPR/First Aid Certified

Medication Administration

Non Violent Crisis Prevention

Knowledge and experience of Electronic Medical Records

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patrick McEneaney	President & CEO		0%	0
Richard Turner	VP for VT and NH Programming		0%	0
Peter DalPra	Program Director Dublin Center	$62,000	68%	$42,160
Jennifer Parker	Program Director Cornerstone	$35,000	100%	$35,000
Samantha Nolte	Program Director Dublin Academy	$50,000	100%	$50,000

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #108) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) and (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $5,251,303.50.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #3, Scope of Services and replace with Exhibit A Amendment #4, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: BBM
Date: 6/5/15

8. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

9. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

10. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

12. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: _____
Date: 6/5/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/8/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Phoenix Houses of New England, Inc.

6/5/15
Date

NAME PATRICK B. MCENEANEY
TITLE PRESIDENT & CEO

Acknowledgement:
State of RHODE ISLAND, County of PROVIDENCE on JUNE 5, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ, NOTARY
Name and Title of Notary or Justice of the Peace

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

Name: Megan A.
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: _____
Date: 6/5/15

Exhibit A Amendment #4

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table

Required Services	Treatment Services
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: _____
Date: 4/17/15

Exhibit A Amendment #4

Service Table	
Required Services	**Treatment Services**
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women -*** Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -*** High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

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Exhibit A Amendment #4

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.
X	Medication Assisted Treatment with Buprenorphine – Phase I The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following: • The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing. • The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.

C. *Required Provisions for Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.

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2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the

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day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed

by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.

- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.

- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety

codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants

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related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance

Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working

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toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Contractor Initials: _____
Date: 2/3/15

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice

Contractor Initials: [signature]
Date: 6/25/15

message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

Contractor Initials: [signature]
Date: 6/1/15

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Contractor Initials: _____
Date: 6/3/15

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $781,014.50 as follows:

- 48% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 23% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 29% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $3,360.00

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials _____

Date 6/5/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

Date 6/5/15

Name: PATRICK B. MCENEANEY
Title: PRESIDENT & CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

Date 6/5/15

Name: PATRICK B. MCENEANEY
Title: PRESIDENT & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

6/5/15
Date

Name: PATRICK B. MCENEANEY
Title: PRESIDENT & CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND

6/5/15
Date

Name: PATRICK B. MACENEANEY
Title: PRESIDENT & CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Human Services	PHOENIX HOUSES OF NEW ENGLAND, INC.
The State	Name of the Contractor
Marilee Nihan	
Signature of Authorized Representative	Signature of Authorized Representative
Marilee Nihan	PATRICK B. MCENEANEY
Name of Authorized Representative	Name of Authorized Representative
Deputy Commissioner	PRESIDENT & CEO
Title of Authorized Representative	Title of Authorized Representative
6/9/15	6/3/15
Date	Date

CERTIFICATE OF VOTE

I, PETER H. HURLEY, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be same as signatory)

1. I am a duly elected Officer of PHOENIX HOUSES OF NEW ENGLAND, INC.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 21, 2015:
(Date)

RESOLVED: That the PRESIDENT & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5TH day of JUNE, 2015.
(Date Contract Signed)

4. PATRICK B MCENEANEY is the duly elected PRESIDENT & CHIEF EXECUTIVE OFFICER
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ RHODE ISLAND

County of PROVIDENCE

The forgoing instrument was acknowledged before me this 5th day of June, 2015,

By Peter H. Hurley.
(Name of Elected Officer of the Agency)
SECRETARY

Ena E Paradysz
(Notary Public/Justice of the Peace)

[illegible] SEAL

ission Expires: 5/31/17

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patrick McEneaney	President & CEO		0%	0
Richard Turner	VP for VT and NH Programming		0%	0
Peter DalPra	Program Director Dublin Center	$62,000	68%	$42,160
Jennifer Parker	Program Director Cornerstone	$35,000	100%	$35,000
Samantha Nolte	Program Director Dublin Academy	$50,000	100%	$50,000

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Diane M. Langley
Director

December 8, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to amend existing **Sole Source** agreements with two of fifteen vendors by increasing the price limitations by $296,844, from $22,333,404 to $22,630,248 in the aggregate, for a continuum of substance abuse treatment services statewide, effective date of Governor and Executive Council approval through June 30, 2015. There is no change to the original end date of June 30, 2015. These agreements were originally approved by Governor and Executive Council on June 20, 2012, (Item 108 and 102), and were subsequently amended on June 5, 2013, (Item 102A), and on June 18, 2014, (Item 99). 46% Federal, 54% General.

Summary of contracted amounts by vendor:

Contractor	Current Budget	Increase/ Decrease Amount	Revised Modified Budget
Child & Family Services, Manchester, NH	$ 260,409	$ 0	$ 260,409
Concord Hospital, Concord, NH	$ 223,218	$ 0	$ 223,218
Families First of the Greater Seacoast, Portsmouth, NH	$ 86,766	$ 0	$ 86,766
Families in Transition, Manchester, NH	$ 997,590	$ 0	$ 997,590
Grafton County, North Haverhill, NH	$ 208,233	$ 0	$ 208,233
Greater Nashua Council on Alcoholism, Nashua, NH	$ 4,070,835	$ 0	$ 4,070,835
Headrest, Inc., Lebanon, NH	$ 754,350	$ 0	$ 754,350
Horizons Counseling Center, Inc., Gilford, NH	$ 568,728	$ 0	$ 568,728
Manchester Alcoholism Rehabilitation Center, Manchester, NH	$ 3,361,797	$ 0	$ 3,361,797
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	$ 81,342	$ 0	$ 81,342
Phoenix Houses of New England, Inc., Providence, RI	$ 4,372,470	**$ 97,819**	$ 4,470,289
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	$ 1,297,404	$ 0	$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	$ 3,989,508	$ 0	$ 3,989,508
Tri-County Community Action Program, Berlin, NH	$ 1,835,715	**$199,025**	$ 2,034,740
The Youth Council, Nashua, NH	$ 225,039	$ 0	$ 225,039
Totals	$22,333,404	$296,844	$22,630,248

Funds to support this request are available in the following accounts in SFY 2015, with authority to adjust amounts within the price limitation without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	$4,387,176	$65,305	$4,452,481
		Subtotal	$4,387,176	$65,305	$4,452,481

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	$17,946,228	$231,539	$18,177,767
		Subtotal	$17,946,228	$231,539	$18,177,767
		Grand Total	$22,333,404	$296,844	$22,630,248

EXPLANATION

These **sole source** actions are requested to ensure the continued provision of a statewide continuum of substance abuse treatment services for SFY 2015. Two anticipated vendors declined to contract for the provision of these services, creating a coverage gap. These two amendments close the coverage gap, ensuring services are available statewide for the remainder of SFY 2015. In June 2014, the Department sought Governor and Executive Council approval for amendments with 15 of the affected vendors out of the original 17 that were formerly providing services. Two vendors chose not to continue their agreements, creating a gap in available services in the Monadnock and North Country regions. Tri County Community Action Program and Phoenix Houses of New England, Inc. have agreed to increase their service capacity for these regions ensuring that area residents in need of these services have sufficient access. In combination, the full statewide continuum of services will be provided to the population served. The entire statewide continuum of services includes community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, along with specialized treatment services for pregnant and parenting women and their children.

Funds provided through these agreements are used to support services for individuals who are not eligible for Medicaid or the NHHPP, and services not otherwise covered by Medicaid or the NHHPP. The target population for the services provided through these agreements are for individuals that are either unable to pay for services or able to pay only part of the cost of services, who have or are suspected of having an alcohol or other drug abuse problem, and who are residing in NH.

Should the Governor and Executive Council determine to not authorize this request individual access to these services for these two regions will continue to be diminished as a result of lower provider capacity – leaving people that suffer from substance use disorders waiting for services that could mean the difference between sobriety and overdose. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service may place that Block Grant in jeopardy.

Area served: Statewide

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14 and 54% General.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Diane M. Langley
Director

Approved by:

Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated this 12th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 108), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), and further amended by an agreement (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to add new services to the Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.8 to read $4,470,289
2) Delete Exhibit A Amendment #2 and replace with Exhibit A Amendment #3
3) Delete Exhibit B Amendment #2 and replace with Exhibit B Amendment #3
4) Delete Exhibit C and replace with Exhibit C Amendment #1
5) Add Exhibit C-1
6) Delete Exhibit G and replace with Exhibit G Amendment #1

Contractor Initials: _____
Date: 11/24/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/9/14
Date

Diane Langley
Director

Phoenix Houses of New England, Inc.

11/24/14
Date

NAME PATRICK B. MCENEANEY
TITLE SR. VP, REGIONAL DIRECTOR

Acknowledgement:
State of RHODE ISLAND, County of PROVIDENCE on NOV. 24 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ
Name and Title of Notary or Justice of the Peace

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/10/14
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: _____
Date: 11/24/14

Exhibit A Amendment #3

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: BR
Date: 11/24/14

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - ***Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. ***Required Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer

clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services, and in accordance with Exhibit B Amendment #3.

For the period of July 1, 2014 to June 30, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $1,555,309 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #3, paragraph B. The following terms and conditions detailed in this Exhibit B Amendment #3 shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: _____
Date: 11/24/14

X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14; at least three percent (3%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient Services.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the

time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A Amendment #3 section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period, and at least three percent (3%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient Services. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $5,000,000.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC

11/24/14
Date

Name: PATRICK B MCENEANEY
Title: SR. VP, REGIONAL DIRECTOR

4V 99

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley, Director
Sheri Rockburn, Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 30, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with multiple vendors increasing the price limitations by $7,444,467 in the aggregate from $14,888,937 to an amount not to exceed $22,333,404 in the aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2014 to June 30, 2015, effective July 1, 2014 or date of Governor and Executive Council approval, whichever is later.

Summary of contracted amounts by vendor: 52.9% Federal/47.1 General

Contractor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Child & Family Services	$ 173,606	$ 86,803	$ 260,409
Concord Hospital	$ 148,812	$ 74,406	$ 223,218
Families First of the Greater Seacoast	$ 57,844	$ 28,922	$ 86,766
Families in Transition	$ 665,060	$ 332,530	$ 997,590
Grafton County	$ 138,822	$ 69,411	$ 208,233
Greater Nashua Council on Alcoholism	$ 2,713,890	$ 1,356,945	$ 4,070,835
Headrest, Inc.	$ 502,900	$ 251,450	$ 754,350
Horizons Counseling Center, Inc.	$ 379,152	$ 189,576	$ 568,728
Manchester Alcoholism Rehabilitation Center	$ 2,241,198	$ 1,120,599	$ 3,361,797
The Mental Health Center of Greater Manchester, Inc.	$ 54,228	$ 27,114	$ 81,342
Phoenix Houses of New England, Inc.	$ 2,914,980	$ 1,457,490	$ 4,372,470
National Council on Alcoholism and Drug Dependence of Greater Manchester	$ 864,936	$ 432,468	$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services	$ 2,659,672	$ 1,329,836	$ 3,989,508
Tri-County Community Action Program	$ 1,223,811	$ 611,904	$ 1,835,715
The Youth Council	$ 150,026	$ 75,013	$ 225,039
Totals	$ 14,888,937	$ 7,444,467	$22,333,404

Funds to support this request are anticipated to be available in the following accounts in SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with

authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see Attachment A for financial details

EXPLANATION

These **sole source** actions are requested to provide a continuum of substance abuse treatment services for SFY 2015 as the healthcare landscape in New Hampshire rapidly changes with the implementation of the New Hampshire Health Protection Program (NHHPP). Under the New Hampshire Health Protection Program a substance use disorders benefit will be made available in New Hampshire on a limited Medicaid basis for the first time. As a result of these changes and the immediacy with which the New Hampshire Health Protection Program is being implemented, the Department determined it was necessary to put forth a sole source amendment for this transition year. This Requested Action to approve 15 of 15 amendments totaling $7,444,467 is anticipated to be spent state-wide for services that include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. Funds are used to support services for individuals who are not eligible for Medicaid or the New Hampshire Health Protection Program and for services not covered by these programs. See Matrix of Services (Attachment B).

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. Previously, the contractors have established rates and sliding fee scales independently; however, for SFY15, Bureau of Drug and Alcohol Services established a universal sliding fee scale for all contracted providers. The required universal sliding fee scale along with standardized service rates will ensure that clients bear the same degree of financial responsibility regardless of which Bureau of Drug and Alcohol Services contracted provider they access services with.

These contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs of clients within particular regions of the state. Furthermore, the payment structure built into these contracts incentivizes practices that lead to positive client outcomes such as: abstinence, involvement in employment and/or education, and lack of involvement with the criminal justice system.

The following data illustrate the critical need for substance abuse treatment in New Hampshire. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration provides incidence rates for the 12 and over population in New Hampshire. Data collected in 2011/2012 provided the following rates:

- Alcohol Dependence or Abuse: 86,548 (6.79% of population)
- Illicit Drug Dependence or Abuse: 32,160 (2.76% of population)

- Needing but not receiving treatment for alcohol abuse: 73,949 (6.55% of population)
- Needing but not receiving treatment for illicit drug use: 28,563 (2.53% of population)

Recently, heroin and prescription drug use and the consequences of that use have reached epidemic proportion in New Hampshire:

- According to the 2011-2012 National Survey on Drug Use and Health, the rate of New Hampshire's young adults (ages 18 to 25) who reported non-medical use of pain relievers was the 11TH highest of all states, with 11.6% reporting abuse in the past year
- In the last ten years, the number of people admitted to state funded treatment programs rose by 90% for heroin use and by 500% for prescription opiate abuse. The sharpest increase was between 2012 and 2013.
- According to the New Hampshire State Police Forensic Laboratory, of traffic stops and arrests leading to a blood or urine test in 2012, 13%, or 704 arrests, involved heroin
- In 2011, drug-related deaths peaked at 200, more than ever before and four times as many deaths as in 2000, with 80% of drug deaths involving prescription medication, primarily opioid pain relievers

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item # 134), with this request providing services for the period July 1, 2014 to June 30, 2015. These amendments represent level funding of all vendors.

This Governor and Executive Council package includes the amendment #2 and a copy of the Governor and Council Letters for amendment #1 and for the original contract for each contractor. An electronic copy of amendment #1 for each contractor can viewed on line at http://sos.nh.gov/GC2.aspx.

The following performance measures will be used to assess the effectiveness of the agreements:

- The timeliness with which providers respond to calls requesting services within 5 business days to conduct initial eligibility screening.
- A $75.00 payment will be paid to the treatment contractor for each client who either completes or transfers to another treatment provider for continuing services.
- A $50.00 client follow-up fee will be paid to the treatment contractor at 3 months and again at 6 months post-discharge for each client who is contacted for follow-up and who meets at least 3 of the outcome criteria below:
    - Abstinence: The client reports reduced or no substance use in the past 30 days.
    - Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
    - Crime and Criminal Justice: The client reports no arrests in the past 30 days.
    - Stability in Housing: The client reports being in stable housing.
    - Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

Area served: State-wide

Source of Funds: 52.9% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.1% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Diane Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

Attachment A
Financial Details

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

Child and Family Services of New Hampshire (Vendor #177166 B002)

Class/ Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$19,474	$0	$19,474
102-500734	Contracts for Prog Svc	49158501	2014	$19,474	$0	$19,474
102-500734	Contracts for Prog Svc	49158501	2015	$0	$19,474	$19,474
			Sub-total	$38,948	$19,474	$58,422

Concord Hospital, Inc (Vendor #177653 B014)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$16,693	$0	$16,693
102-500734	Contracts for Prog Svc	49158501	2014	$16,693	$0	$16,693
102-500734	Contracts for Prog Svc	49158501	2015	$0	$16,693	$16,693
			Sub-total	$33,386	$16,693	$50,079

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$251,406	$0	$251,406
102-500734	Contracts for Prog Svc	49158501	2014	$251,406	$0	$251,406

102-500734	Contracts for Prog Svc	49158501	2015	$0	$251,406	$251,406
			Sub-total	$502,812	$251,406	$754,218

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$217,425	$0	$217,425
102-500734	Contracts for Prog Svc	49158501	2014	$217,425	$0	$217,425
102-500734	Contracts for Prog Svc	49158501	2015	$0	$217,425	217,425
			Sub-total	$434,850	$217,425	$652,275

County of Grafton (Vendor #177397 B003)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$34,706	$0	$34,706
102-500734	Contracts for Prog Svc	49158501	2014	$34,706	$0	$34,706
102-500734	Contracts for Prog Svc	49158501	2015	$0	$34,706	$34,706
			Sub-total	$69,412	$34,706	$104,118

Headrest, Inc (Vendor #175226 B001)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$56,413	$0	$56,413
102-500734	Contracts for Prog Svc	49158501	2014	$56,413	$0	$56,413
102-500734	Contracts for Prog Svc	49158501	2015	$0	$56,413	$56,413

			Sub-total	$112,826	$56,413	$169,239

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$42,532	$0	$42,532
102-500734	Contracts for Prog Svc	49158501	2014	$42,532	$0	$42,532
102-500734	Contracts for Prog Svc	49158501	2015	$0	$42,532	$42,532
			Sub-total	$85,064	$42,532	$127,596

The Mental Health Center of Greater Manchester, Inc (Vendor #177184 B001)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$6,083	$0	$6,083
102-500734	Contracts for Prog Svc	49158501	2014	$6,083	$0	$6,083
102-500734	Contracts for Prog Svc	49158501	2015	$0	$6,083	$6,083
			Sub-total	$12,166	$6,083	$18,249

Phoenix Houses of New England, Inc. (Vendor #177589 B001)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95848501	2013	$326,988	$0	$326,988
102-500734	Contracts for Prog Svc	49158501	2014	$326,988	$0	$326,988
102-500734	Contracts for Prog Svc	49158501	2015	$0	$326,988	$326,988
			Sub-total	$653,976	$326,988	$980,964

Attachment A
Financial Details

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$97,024	$0	$97,024
102-500734	Contracts for Prog Svc	49158501	2014	$97,024	$0	$97,024
102-500734	Contracts for Prog Svc	49158501	2015	$0	$97,024	$97,024
			Sub-total	$194,048	$97,024	$291,072

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$239,491	$0	$239,491
102-500734	Contracts for Prog Svc	49158501	2014	$239,491	$0	$239,491
102-500734	Contracts for Prog Svc	49158501	2015	$0	$239,491	$239,491
			Sub-total	$478,982	$239,491	$718,473

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$137,281	$0	$137,281
102-500734	Contracts for Prog Svc	49158501	2014	$137,281	$0	$137,281
102-500734	Contracts for Prog Svc	49158501	2015	$0	$137,281	$137,281
			Sub-total	$274,562	$137,281	$411,843

Attachment A
Financial Details

The Youth Council (Vendor #154886 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95848501	2013	$16,876	$0	$16,876
102-500734	Contracts for Prog Svc	49158501	2014	$16,876	$0	$16,876
102-500734	Contracts for Prog Svc	49158501	2015	$0	$16,876	$16,876
			Sub-total	$33,752	$16,876	$50,628
		Sub-total	**Gov. Comm**	**$2,924,784**	**$1,462,392**	**$4,387,176**

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Child and Family Services of New Hampshire (Vendor #177166 B002)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$39,925	$0	$39,925
102-500734	Contracts for Prog Svc	49156501	2014	$39,925	$0	$39,925
102-500734	Contracts for Prog Svc	49156501	2015	$0	$39,925	$39,925
102-500734	Contracts for Prog Svc	95841387	2013	$27,404	$0	$27,404
102-500734	Contracts for Prog Svc	49151387	2014	$27,404	$0	$27,404
102-500734	Contracts for Prog Svc	49151387	2015	$0	$27,404	$27,404
			Sub-total	$134,658	$67,329	$201,987

Attachment A
Financial Details

Concord Hospital, Inc (Vendor #177653 B014)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$34,223	$0	$34,223
102-500734	Contracts for Prog Svc	49156501	2014	$34,223	$0	$34,223
102-500734	Contracts for Prog Svc	49156501	2015	$0	$34,223	$34,223
102-500734	Contracts for Prog Svc	95841387	2013	$23,490	$0	$23,490
102-500734	Contracts for Prog Svc	49151387	2014	$23,490	$0	$23,490
102-500734	Contracts for Prog Svc	49151387	2015	$0	$23,490	$23,490
			Sub-total	$115,426	$57,713	$173,139

Families First of the Greater Seacoast (Vendor #166629 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846503	2013	$28,922	$0	$28,922
102-500734	Contracts for Prog Svc	49156503	2014	$28,922	$0	$28,922
102-500734	Contracts for Prog Svc	49156503	2015	$0	$28,922	$28,922
			Sub-total	$57,844	$28,922	$86,766

Families in Transition (Vendor #157730 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846503	2013	$332,530	$0	$332,530

Attachment A
Financial Details

102-500734	Contracts for Prog Svc	49156503	2014	$332,530	$0	$332,530
102-500734	Contracts for Prog Svc	49156503	2015	$0	$332,530	$332,530
			Sub-total	$665,060	$332,530	$997,590

County of Grafton (Vendor #177397 B003)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95841387	2013	$34,705	$0	$34,705
102-500734	Contracts for Prog Svc	49151387	2014	$34,705	$0	$34,705
102-500734	Contracts for Prog Svc	49151387	2015	$0	$34,705	$34,705
			Sub-total	$69,410	$34,705	$104,115

Manchester Alcoholism Rehabilitation Center (Vendor #177204 B005)

Class/Account	**Title**	**Activity Code**	**State Fiscal Year**	**Current Modified Budget**	**Increase/ Decrease**	**Revised Modified Budget**
102-500734	Contracts for Prog Svc	95846501	2013	$515,420	$0	$515,420
102-500734	Contracts for Prog Svc	49156501	2014	$515,420	$0	$515,420
102-500734	Contracts for Prog Svc	49156501	2015	$0	$515,420	$515,420
102-500734	Contracts for Prog Svc	95841387	2013	$353,773	$0	$353,773
102-500734	Contracts for Prog Svc	49151387	2014	$353,773	$0	$353,773
102-500734	Contracts for Prog Svc	49151387	2015	$0	$353,773	$353,773
			Sub-total	$1,738,386	$869,193	$2,607,579

Attachment A
Financial Details

Greater Nashua Council on Alcoholism (Vendor #166574 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$833,565	$0	$833,565
102-500734	Contracts for Prog Svc	49156501	2014	$833,565	$0	$833,565
102-500734	Contracts for Prog Svc	49156501	2015	$0	$833,565	$833,565
102-500734	Contracts for Prog Svc	95841387	2013	$305,955	$0	$305,955
102-500734	Contracts for Prog Svc	49151387	2014	$305,955	$0	$305,955
102-500734	Contracts for Prog Svc	49151387	2015	$0	$305,955	$305,955
			Sub-total	$2,279,040	$1,139,520	$3,418,560

Headrest, Inc (Vendor #175226 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$115,654	$0	$115,654
102-500734	Contracts for Prog Svc	49156501	2014	$115,654	$0	$115,654
102-500734	Contracts for Prog Svc	49156501	2015	$0	$115,654	$115,654
102-500734	Contracts for Prog Svc	95841387	2013	$79,383	$0	$79,383
102-500734	Contracts for Prog Svc	49151387	2014	$79,383	$0	$79,383
102-500734	Contracts for Prog Svc	49151387	2015	$0	$79,383	$79,383
			Sub-total	$390,074	$195,037	$585,111

Attachment A
Financial Details

Horizons Counseling Center, Inc (Vendor #156808 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$87,195	$0	$87,195
102-500734	Contracts for Prog Svc	49156501	2014	$87,195	$0	$87,195
102-500734	Contracts for Prog Svc	49156501	2015	$0	$87,195	$87,195
102-500734	Contracts for Prog Svc	95841387	2013	$59,849	$0	$59,849
102-500734	Contracts for Prog Svc	49151387	2014	$59,849	$0	$59,849
102-500734	Contracts for Prog Svc	49151387	2015	$0	$59,849	$59,849
			Sub-total	$294,088	$147,044	$441,132

The Mental Health Center of Greater Manchester, Inc (Vendor #177184 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$12,377	$0	$12,377
102-500734	Contracts for Prog Svc	49156501	2014	$12,377	$0	$12,377
102-500734	Contracts for Prog Svc	49156501	2015	$0	$12,377	$12,377
102-500734	Contracts for Prog Svc	95841387	2013	$8,654	$0	$8,654
102-500734	Contracts for Prog Svc	49151387	2014	$8,654	$0	$8,654
102-500734	Contracts for Prog Svc	49151387	2015	$0	$8,654	$8,654
			Sub-total	$42,062	$21,031	$63,093

Attachment A
Financial Details

Phoenix Houses of New England, Inc (Vendor #177589 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$670,372	$0	$670,372
102-500734	Contracts for Prog Svc	49156501	2014	$670,372	$0	$670,372
102-500734	Contracts for Prog Svc	49156501	2015	$0	$670,372	$670,372
102-500734	Contracts for Prog Svc	95841387	2013	$460,130	$0	$460,130
102-500734	Contracts for Prog Svc	49151387	2014	$460,130	$0	$460,130
102-500734	Contracts for Prog Svc	49151387	2015	$0	$460,130	$460,130
			Sub-total	$2,261,004	$1,130,502	$3,391,506

National Council on Alcoholism and Drug Abuse Services (Vendor #177265 R001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$198,914	$0	$198,914
102-500734	Contracts for Prog Svc	49156501	2014	$198,914	$0	$198,914
102-500734	Contracts for Prog Svc	49156501	2015	$0	$198,914	$198,914
102-500734	Contracts for Prog Svc	95841387	2013	$136,530	$0	$136,530
102-500734	Contracts for Prog Svc	49151387	2014	$136,530	$0	$136,530
102-500734	Contracts for Prog Svc	49151387	2015	$0	$136,530	$136,530
			Sub-total	$670,888	$335,444	$1,006,332

Attachment A
Financial Details

Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$753,339	$0	$753,339
102-500734	Contracts for Prog Svc	49156501	2014	$753,339	$0	$753,339
102-500734	Contracts for Prog Svc	49156501	2015	$0	$753,339	$753,339
102-500734	Contracts for Prog Svc	95841387	2013	$337,006	$0	$337,006
102-500734	Contracts for Prog Svc	49151387	2014	$337,006	$0	$337,006
102-500734	Contracts for Prog Svc	49151387	2015	$0	$337,006	$337,006
			Sub-total	$2,180,690	$1,090,345	$3,271,035

Tri-County Community Action Programs, Inc (Vendor #177195 B009)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$281,447	$0	$281,447
102-500734	Contracts for Prog Svc	49156501	2014	$281,447	$0	$281,447
102-500734	Contracts for Prog Svc	49156501	2015	$0	$281,447	$281,447
102-500734	Contracts for Prog Svc	95841387	2013	$193,179	$0	$193,179
102-500734	Contracts for Prog Svc	49151387	2014	$193,176	$0	$193,176
102-500734	Contracts for Prog Svc	49151387	2015	$0	$193,176	$193,176
			Sub-total	$949,249	$474,623	$1,423,872

Attachment A
Financial Details

The Youth Council (Vendor #154886 B001)

Class/Account	Title	Activity Code	State Fiscal Year	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
102-500734	Contracts for Prog Svc	95846501	2013	$34,424	$0	$34,424
102-500734	Contracts for Prog Svc	49156501	2014	$34,424	$0	$34,424
102-500734	Contracts for Prog Svc	49156501	2015	$0	$34,424	$34,424
102-500734	Contracts for Prog Svc	95841387	2013	$23,713	$0	$23,713
102-500734	Contracts for Prog Svc	49151387	2014	$23,713	$0	$23,713
102-500734	Contracts for Prog Svc	49151387	2015	$0	$23,713	$23,713
			Sub-total	$116,274	$58,137	$174,411
		Sub-total	**Clinical Svcs**	**$11,964,153**	**$5,982,075**	**$17,946,228**
		Total		**$14,888,937**	**$7,444,467**	**$22,333,404**

DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Matrix of Services

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
5	Contractor	SFY 2015 Amount	Outpatient (ASAM Level 1)	Outpatient (ASAM Level 1) Pregnant & Parenting Women	Intensive Outpatient (ASAM Level 2.1)	Intensive Outpatient (ASAM Level 2.1) - Pregnant & Parenting Women	Low-Intensity Residential (ASAM Level 3.1, Formerly Transitional Living)	Low-Intensity Residential (ASAM Level 3.1, Formerly Transitional Living) Pregnant Women & Parenting Women	High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent (ASAM Level 3.5)	High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent (ASAM Level 3.5) Pregnant Women	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5)	Recovery Support Services	Recovery Support Services Pregnant & Parenting Women	Enhanced Services – Childcare and Transportation	Enhanced Services – Transportation
6															
7	Child and Family Services of New Hampshire	$ 86,803	x		x							x			
8	Concord Hospital, Inc.	$ 74,406	x		x							x			
9	Families First of the Greater Seacoast	$ 28,922		x		x							x		
10	Families in Transition	$ 332,530		x		x							x	x	
11	Grafton County	$ 69,411	x		x							x			
12	Greater Nashua Council on Alcoholism	$ 1,356,945	x	x	x	x	x	x	x	x	x	x	x		
13	Headrest	$ 251,450	x		x		x					x			
14	Horizons Counseling Center, Inc.	$ 189,576	x		x							x			
15	Manchester Alcoholism Rehabilitation Center	$ 1,120,599	x		x				x			x			
16	National Council on Alcoholism and Drug Dependence/Greater Manchester	$ 432,468	x		x		x					x			
17	Phoenix Houses of New England, Inc.	$ 1,457,490					x		x			x			
18	South Eastern New Hampshire Alcohol and Drug Abuse Services	$ 1,329,836	x	x	x	x	x	x	x	x		x	x		x
19	Tri-County Community Action Programs, Inc.	$ 611,904					x		x			x			
20	The Mental Health Center of Greater Manchester, Inc.	$ 27,114	x		x							x			
21	The Youth Council	$ 75,013	x		x							x			
22	Total	$ 7,444,467													

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 108) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $4,372,470
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: MA
Date: 5/22/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/21/14
Date

NAME
TITLE Director

Phoenix Houses of New England, Inc.

5/22/14
Date

NAME PATRICK B. MCENEANEY
TITLE SR VP, REGIONAL DIRECTOR

Acknowledgement:
State of RHODE ISLAND, County of PROVIDENCE on MAY 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Ena E. Paradysz
Name and Title of Notary or Justice of the Peace

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

Contractor Initials:
Date: 5/22/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MR
Date: 5/22/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: _____
Date: 5/23/19

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $1,457,490 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
	Outpatient – Group	$5.00/unit	
	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

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X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

   A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

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services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Contractor Initials: _____
Date: 4/22/14

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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102A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

52.6% Federal
47.4% General

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by $7,596,887 in aggregate from $7,596,890 in aggregate to $15,193,777 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

Vendor	Amount
Child and Family Services of New Hampshire	$86,803
Concord Hospital, Inc.	$74,406
Families First of the Greater Seacoast	$28,922
Families in Transition	$332,530
Greater Nashua Council on Alcoholism	$1,356,945
Headrest, Inc.	$251,450
Horizons Counseling Center, Inc.	$189,576
Manchester Alcoholism Rehabilitation Center	$1,120,599
The Mental Health Center of Greater Manchester, Inc.	$27,114
Monadnock Family Services	$97,819
Northern Human Services	$199,025
Phoenix Houses of New England, Inc.	$1,457,490
National Council on Alcoholism and Drug Dependence of Greater Manchester	$432,468
Southeastern New Hampshire Alcohol and Drug Abuse Services	$1,329,836
Tri-County Community Action Programs, Inc.	$611,904
TOTAL	$7,596,887

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of 15 of 17 agreements that represent $7,596,887 of the $7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining two agreements will be presented to Governor and Executive Council on June 19, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of $7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services
ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Area served: State-wide

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 2,914,980.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $1,457,490.00"

4) **Add** Exhibit B-1, B-2, B-3 and B-4

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Phoenix Houses of New England

5/14/13
Date

Name: PATRICK B. MCENEANEY
Title: EXECUTIVE DIRECTOR

Acknowledgement:
State of RHODE ISLAND, County of PROVIDENCE on MAY 14, 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Ena E Paradysz
Name and Title of Notary or Justice of the Peace
ENA E PARADYSZ, NOTARY PUBLIC

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-4

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adolescent Trans Living

Budget Period: State Fiscal Year 2014

off setting rev

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 27,755.00	$ 1,693.00	$ 29,448.00	$ -	$ -	$ -	$ 27,755.00	$ 1,693.00	$ 29,448.00
2. Employee Benefits	$ 7,660.00	$ 467.00	$ 8,127.00	$ -	$ -	$ -	$ 7,660.00	$ 467.00	$ 8,127.00
3. Consultants	$ 701.00	$ -	$ 701.00	$ -	$ -	$ -	$ 701.00	$ -	$ 701.00
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 317.00	$ -	$ 317.00	$ -	$ -	$ -	$ 317.00	$ -	$ 317.00
Repair and Maintenance	$ 18.00	$ -	$ 18.00	$ -	$ -	$ -	$ 18.00	$ -	$ 18.00
Purchase/Depreciation	$ 286.00	$ -	$ 286.00	$ -	$ -	$ -	$ 286.00	$ -	$ 286.00
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
Office	$ 487.00	$ 57.00	$ 544.00	$ -	$ -	$ -	$ 487.00	$ 57.00	$ 544.00
6. Travel	$ 883.00	$ 72.00	$ 955.00	$ -	$ -	$ -	$ 883.00	$ 72.00	$ 955.00
7. Occupancy	$ 1,560.00	$ 200.00	$ 1,760.00	$ -	$ -	$ -	$ 1,560.00	$ 200.00	$ 1,760.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,002.00	$ 143.00	$ 1,145.00	$ -	$ -	$ -	$ 1,002.00	$ 143.00	$ 1,145.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 29.00	$ 683.00	$ 712.00	$ -	$ -	$ -	$ 29.00	$ 683.00	$ 712.00
Insurance	$ 483.00	$ 13.00	$ 496.00	$ -	$ -	$ -	$ 483.00	$ 13.00	$ 496.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 237.00	$ -	$ 237.00	$ -	$ -	$ -	$ 237.00	$ -	$ 237.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 671.00	$ -	$ 671.00	$ -	$ -	$ -	$ 671.00	$ -	$ 671.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food	$ 1,431.00	$ -	$ 1,431.00	$ -	$ -	$ -	$ 1,431.00	$ -	$ 1,431.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 43,820.00	$ 3,328.00	$ 47,148.00	$ -	$ -	$ -	$ 43,820.00	$ 3,328.00	$ 47,148.00
Indirect As A Percent of Direct		7.6%							

Exhibit B-3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adolescent Residential

Budget Period: State Fiscal Year 2014

off setting rev

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1 Total Salary/Wages	$ 356,316.00	$ 32,872.56	$ 389,188.56	$ 227,298.00	$ 25,002.56	$ 252,298.56	$129,020	$7,870	$ 136,890.00
2 Employee Benefits	$ 102,994.00	$ 9,584.24	$ 112,578.24	$ 67,384.00	$ 7,412.24	$ 74,796.24	$ 35,610.00	$ 2,172.00	$ 37,782.00
3 Consultants	$ 26,939.00	$ 2,604.80	$ 29,543.80	$ 23,680.00	$ 2,604.80	$ 26,284.80	$ 3,259.00		$ 3,259.00
4 Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ 9,029.00	$ 831.05	$ 9,860.05	$ 7,555.00	$ 831.05	$ 8,386.05	$ 1,474.00		$ 1,474.00
Repair and Maintenance	$ 10,084.00	$ 1,100.00	$ 11,184.00	$ 10,000.00	$ 1,100.00	$ 11,100.00	$ 84.00		$ 84.00
Purchase/Depreciation	$ 22,223.00	$ 2,188.23	$ 24,411.23	$ 19,893.00	$ 2,188.23	$ 22,081.23	$ 2,330.00		$ 2,330.00
5 Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 5,931.00	$ 550.00	$ 6,481.00	$ 5,000.00	$ 550.00	$ 5,550.00	$ 931.00		$ 931.00
Lab	FALSE	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ 3,000.00	$ 330.00	$ 3,330.00	$ 3,000.00	$ 330.00	$ 3,330.00			$ -
Office	$ 6,561.00	$ 739.00	$ 7,300.00	$ 4,300.00	$ 473.00	$ 4,773.00	$ 2,261.00	$ 266.00	$ 2,527.00
6 Travel	$ 13,137.00	$ 1,326.30	$ 14,463.30	$ 9,030.00	$ 993.30	$ 10,023.30	$ 4,107.00	$ 333.00	$ 4,440.00
7 Occupancy	$ 14,322.00	$ 1,709.03	$ 16,031.03	$ 7,073.00	$ 778.03	$ 7,851.03	$ 7,249.00	$ 931.00	$ 8,180.00
8 Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ 23,611.00	$ 2,750.16	$ 26,361.16	$ 18,956.00	$ 2,085.16	$ 21,041.16	$ 4,655.00	$ 665.00	$ 5,320.00
Postage	$ 546.00	$ 60.06	$ 606.06	$ 546.00	$ 60.06	$ 606.06			$ -
Subscriptions	$ 250.00	$ 12.87	$ 262.87	$ 117.00	$ 12.87	$ 129.87	$ 133.00		$ 133.00
Audit and Legal	$ 50,000.00	$ 8,673.00	$ 58,673.00	$ 50,000.00	$ 5,500.00	$ 55,500.00		$ 3,173.00	$ 3,173.00
Insurance	$ 13,340.00	$ 1,284.67	$ 14,624.67	$ 11,097.00	$ 1,220.67	$ 12,317.67	$ 2,243.00	$ 64.00	$ 2,307.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9 Software	$ 1,103.00	$ -	$ 1,103.00	$ -	$ -	$ -	$ 1,103.00		$ 1,103.00
10 Marketing/Communications	$ 1,078.00	$ 118.58	$ 1,196.58	$ 1,078.00	$ 118.58	$ 1,196.58			$ -
11 Staff Education and Training	$ 3,947.00	$ 361.02	$ 4,308.02	$ 3,282.00	$ 361.02	$ 3,643.02	$ 665.00		$ 665.00
12 Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13 Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Food	$ 8,687.00	$ 223.96	$ 8,910.96	$ 2,036.00	$ 223.96	$ 2,259.96	$ 6,651.00		$ 6,651.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
TOTAL	$ 673,098.00	$ 67,319.53	$ 740,417.53	$ 471,323.00	$ 51,845.53	$ 523,168.53	$ 201,775.00	$ 15,474.00	$ 217,249.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials _____

Date 5/14/13

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adult Residential

Budget Period: State Fiscal Year 2014

off setting rev

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 541,802.00	$ 51,513.07	$ 593,315.07	$ 161,237.00	$ 17,736.07	$ 178,973.07	$ 380,565.00	$ 33,777.00	$ 414,342.00
2. Employee Benefits	$ 157,301.00	$ 15,030.82	$ 172,331.82	$ 50,362.00	$ 5,539.82	$ 55,901.82	$ 106,939.00	$ 9,491.00	$ 116,430.00
3. Consultants	$ 35,562.00	$ -	$ 35,562.00	$ -	$ -	$ -	$ 35,562.00	$ -	$ 35,562.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 14,925.00	$ 417.34	$ 15,342.34	$ 3,794.00	$ 417.34	$ 4,211.34	$ 11,131.00	$ -	$ 11,131.00
Repair and Maintenance	$ 536.00	$ -	$ 536.00	$ -	$ -	$ -	$ 536.00	$ -	$ 536.00
Purchase/Depreciation	$ 64,068.00	$ 6,555.45	$ 70,623.45	$ 59,595.00	$ 6,555.45	$ 66,150.45	$ 4,473.00	$ -	$ 4,473.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,732.00	$ -	$ 3,732.00	$ -	$ -	$ -	$ 3,732.00	$ -	$ 3,732.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 3,981.00	$ -	$ 3,981.00	$ -	$ -	$ -	$ 3,981.00	$ -	$ 3,981.00
Office	$ 18,822.00	$ 1,715.76	$ 20,537.76	$ 6,916.00	$ 760.76	$ 7,676.76	$ 11,906.00	$ 955.00	$ 12,861.00
6. Travel	$ 17,647.00	$ 1,194.00	$ 18,841.00	$ -	$ -	$ -	$ 17,647.00	$ 1,194.00	$ 18,841.00
7. Occupancy	$ 99,837.00	$ 5,165.03	$ 105,002.03	$ 16,573.00	$ 1,823.03	$ 18,396.03	$ 83,264.00	$ 3,342.00	$ 86,606.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 32,489.00	$ 2,517.34	$ 35,006.34	$ 2,994.00	$ 329.34	$ 3,323.34	$ 29,495.00	$ 2,188.00	$ 31,683.00
Postage	$ 1,111.00	$ 78.32	$ 1,189.32	$ 712.00	$ 78.32	$ 790.32	$ 399.00	$ -	$ 399.00
Subscriptions	$ 559.00	$ -	$ 559.00	$ -	$ -	$ -	$ 559.00	$ -	$ 559.00
Audit and Legal	$ 30,000.00	$ 20,010.00	$ 50,010.00	$ 30,000.00	$ 3,300.00	$ 33,300.00	$ -	$ 16,710.00	$ 16,710.00
Insurance	$ 17,068.00	$ 922.57	$ 17,990.57	$ 5,987.00	$ 658.57	$ 6,645.57	$ 11,081.00	$ 264.00	$ 11,345.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 5,133.00	$ -	$ 5,133.00	$ -	$ -	$ -	$ 5,133.00	$ -	$ 5,133.00
10. Marketing/Communications	$ 9,950.00	$ 1,094.50	$ 11,044.50	$ 9,950.00	$ 1,094.50	$ 11,044.50	$ -	$ -	$ -
11. Staff Education and Training	$ 14,672.00	$ 936.76	$ 15,608.76	$ 8,516.00	$ 936.76	$ 9,452.76	$ 6,156.00	$ -	$ 6,156.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food	$ 51,720.00	$ -	$ 51,720.00	$ -	$ -	$ -	$ 51,720.00	$ -	$ 51,720.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,120,916.00	$ 107,160.96	$ 1,228,065.96	$ 356,636.00	$ 39,229.96	$ 395,865.96	$ 764,279.00	$ 67,921.00	$ 832,200.00
Indirect As A Percent of Direct		9.6%							

Contractor Initials BSM

Date 5/14/13

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Phoenix House of New England

Budget Request for: Substance Abuse Treatment Services - Adult Trans Living

Budget Period: State Fiscal Year 2014

off setting rev

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 160,510.00	$ 14,202.00	$ 174,712.00	$ -	$ -	$ -	$160,510	$14,202	$ 174,712.00
2. Employee Benefits	$ 45,103.00	$ 3,991.00	$ 49,094.00	$ -	$ -	$ -	$ 45,103.00	$ 3,991.00	$ 49,094.00
3. Consultants	$ 14,999.00	$ -	$ 14,999.00	$ -	$ -	$ -	$ 14,999.00		$ 14,999.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Rental	$ 4,695.00	$ -	$ 4,695.00	$ -	$ -	$ -	$ 4,695.00		$ 4,695.00
Repair and Maintenance	$ 226.00	$ -	$ 226.00	$ -	$ -	$ -	$ 226.00		$ 226.00
Purchase/Depreciation	$ 1,886.00	$ -	$ 1,886.00	$ -	$ -	$ -	$ 1,886.00		$ 1,886.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Educational	$ 1,574.00	$ -	$ 1,574.00	$ -	$ -	$ -	$ 1,574.00		$ 1,574.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Medical	$ 1,008.00	$ -	$ 1,008.00	$ -	$ -	$ -	$ 1,008.00		$ 1,008.00
Office	$ 5,022.00	$ 626.00	$ 5,648.00	$ -	$ -	$ -	$ 5,022.00	$ 626.00	$ 5,648.00
6. Travel	$ 7,033.00	$ 744.00	$ 7,777.00	$ -	$ -	$ -	$ 7,033.00	$ 744.00	$ 7,777.00
7. Occupancy	$ 38,983.00	$ 1,644.00	$ 40,627.00	$ -	$ -	$ -	$ 38,983.00	$ 1,644.00	$ 40,627.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Telephone	$ 12,440.00	$ 1,175.00	$ 13,615.00	$ -	$ -	$ -	$ 12,440.00	$ 1,175.00	$ 13,615.00
Postage	$ 509.00	$ -	$ 509.00	$ -	$ -	$ -	$ 509.00		$ 509.00
Subscriptions	$ 404.00	$ -	$ 404.00	$ -	$ -	$ -	$ 404.00		$ 404.00
Audit and Legal	$ -	$ 7,831.00	$ 7,831.00	$ -	$ -	$ -		$ 7,831.00	$ 7,831.00
Insurance	$ 4,674.00	$ 110.00	$ 4,784.00	$ -	$ -	$ -	$ 4,674.00	$ 110.00	$ 4,784.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -			$ -
9. Software	$ 2,165.00	$ -	$ 2,165.00	$ -	$ -	$ -	$ 2,165.00		$ 2,165.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -			$ -
11. Staff Education and Training	$ 2,388.00	$ -	$ 2,388.00	$ -	$ -	$ -	$ 2,388.00		$ 2,388.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -			$ -
13. Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -			$ -
Food	$ 27,448.00	$ -	$ 27,448.00	$ -	$ -	$ -	$ 27,448.00		$ 27,448.00
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
	$ -	$ -	$ -	$ -	$ -	$ -			$ -
TOTAL	$ 331,067.00	$ 30,323.00	$ 361,390.00	$ -	$ -	$ -	$ 331,067.00	$ 30,323.00	$ 361,390.00
Indirect As A Percent of Direct		9.2%							

Contractor Initials _____

Date 5/14/13

WITH SEAL

CERTIFICATE OF VOTE

I, PETER H. HURLEY, of PHOENIX HOUSES OF NEW ENGLAND INC., do hereby certify that:

1. I am the duly elected SECRETARY of the PHOENIX HOUSES OF NEW ENGLAND, INC.;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on MAY 17, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the EXECUTIVE DIRECTOR is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. PATRICK B. MCENEANEY is the duly elected EXECUTIVE DIRECTOR of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of MAY 14, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the SECRETARY of the corporation this 14 day of MAY, 2013.

Peter H. Hurley
SECRETARY

(CORPORATE SEAL)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

ACKNOWLD BY _____
DATE 6/20/12
PAGE 14
ITEM # 108

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Phoenix Houses of New England, Inc. (Vendor # 177589), 99 Wayland Ave., Suite 100, Providence, RI 02906, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,457,490.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$670,372.00
			Subtotal	$670,372.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$326,988.00
			Subtotal	$326,988.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$460,130.00
			Subtotal	$460,130.00
			Total	$1,457,490.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Statewide.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Phoenix Houses of New England, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,457,490.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name		CFS	Con. Hosp	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,236	$55,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,051	$1,329,836	$89,547	$747,691	$930,630
BUDGET AWARDED		$86,503	$74,406	$28,922	$327,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$109,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,947	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Phoenix Houses of New England		**1.4 Contractor Address** 99 Wayland Ave., Suite 100, Providence, RI 02906	
1.5 Contractor Phone Number 401-331-4250 x 3202	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $1,457,490.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature [signature]		**1.12 Name and Title of Contractor Signatory** PATRICK B. HEENEANEY EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of RI, County of PROVIDENCE

On 5/21/12 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[signature]
[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

ENA E PARADYSZ NOTARY PUBLIC

OFFICIAL SEAL
ENA E. PARADYSZ
NOTARY PUBLIC - RHODE ISLAND
My Commission Expires 5-31-2013

1.14 State Agency Signature [signature]	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, AHorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY
6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: [signature]
Date: 4/23/12

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials
Date 4/2/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: [signature]
Date: 4/5/18

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Phoenix Houses of New England

ADDRESS: 99 Wayland Ave., Suite 100, Providence, RI 02906

EXECUTIVE DIRECTOR: Patrick McEneaney
TELEPHONE: 401-331-4250 x 3202

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient			
Intensive Outpatient			
Residential – Treatment Adult	Statewide	248	$832,200.00
Residential – Treatment Adolescent	Statewide	46	$217,180.00
Transitional Living Program – Adult	Statewide	45	$361,390.00
Transitional Living Program - Adolescent	Statewide	4	$46,720.00
Group – Recovery Support Services *	Statewide	171	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.

3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate

medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to

sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:

The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"

(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this

		standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail

messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street

Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this

exhibit.

3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Phoenix Houses of New England

ADDRESS: 99 Wayland Ave., Suite 100, Providence, RI 02906

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Patrick McEneaney
TELEPHONE: 401-331-4250 x 3202

Vendor #177589-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 460,130.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 326,988.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 670,372.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $1,457,490.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied

exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted

providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)
3 PIERCE RD, DUBLIN, NH 03444 / 106 ROXBURY ST, KEENE NH 03431 / 14 HOLY CROSS RD, FRANKLIN NH 03235

Check ☐ if there are workplaces on file that are not identified here.

Phoenix Houses of New England **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

(1) Contractor Name *Period Covered by this Certificati*

(2) Name and Title of Authorized Contractor Representative
PATRICK B. MCKEANEY EXECUTIVE DIRECTOR 5/21/12
(3) Contractor Representative Signature *Date*

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

B. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Signature	*Contractor's Representative Title*
Phoenix Houses of New England	*Date*
Contractor Name	

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of

excluded parties). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature	Contractor's Representative Title: EXECUTIVE DIRECTOR
Phoenix Houses of New England	Date: 5/21/12
Contractor Name	

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	EXECUTIVE DIRECTOR
Contractor Signature	**Contractor's Representative Title**
Phoenix Houses of New England	5/21/12
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	EXECUTIVE DIRECTOR Contractor's Representative Title
Phoenix Houses of New England	5/21/12 Date

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STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Phoenix Houses of New England
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	PATRICK B. McENEANEY
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	EXECUTIVE DIRECTOR
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/21/12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)

PATRICK B. MCENEANEY EXECUTIVE DIRECTOR
(Authorized Contractor Representative Name & Title)

Phoenix Houses of New England
(Contractor Name)

5/21/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 075715193

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #107) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $1,577,404.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: SD
Date: 7/20/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

National Council on Alcoholism and Drug Dependence/Greater Manchester

7/20/15
Date

NAME Sharon Drake
TITLE CEO

Acknowledgement:
State of NH, County of Hillsborough on 7/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials SD
Date 7/20/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Contractor Initials SD
Date 7/20/15

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $260,000.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the

rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost	Up to the Budget

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
		Reimbursement	Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for

clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

Contractor Initials SD
Date 7/20/15

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

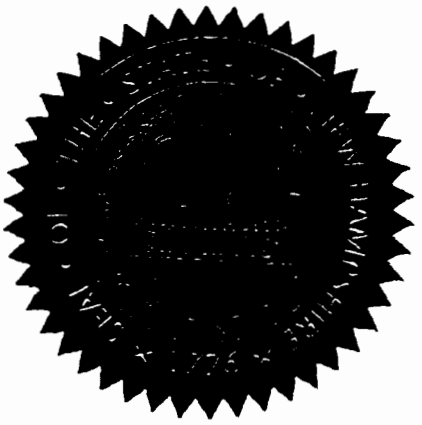
G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tiffany Cavanaugh, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 25, 2011:
(Date)

RESOLVED: That the Executive Director/CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 20th day of July, 2015.
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Tiffany Cavanaugh
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of July, 2015,

By Tiffany Cavanaugh, Board Treasurer.
(Name of Elected Officer of the Agency)

Donna Rodriguez
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016

Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Pat Mack
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS: pat@esinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Nat'l Council on Alcoholism & Drug Dependence Greater Manchester T/A Serenity Place 101 Manchester Street Manchester NH 03101	INSURER A: Markel	
	INSURER B: New York Marine and General	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2015 w/upd WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			8502SS335180-5	2/9/2015	2/9/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			8502SS335180-5	2/9/2015	2/9/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			4602SS335181-5	2/9/2015	2/9/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201500005743	5/1/2015	5/1/2016	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Abuse & Molestation			8502SS335180-5	2/9/2015	2/9/2016	$1,000,000	$2,000,000
A	Professional Liability			8502SS335180-5	2/9/2015	2/9/2016	$1,000,000	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Serenity Place, 101 Manchester Street, Manchester, NH

Re: Tirrell House, 15 Brook Street, Manchester, NH

CERTIFICATE HOLDER

NH Dept of Health & Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT Pat M Mack

Serenity Place

Recovery starts here and now.

VISION STATEMENT

Serenity Place is the premiere substance use disorder and education center in New Hampshire, offering innovative services for clients and their families.

MISSION STATEMENT

The mission of Serenity Place is to provide opportunities for the chemically dependent person to become free of those chemicals, to maintain that freedom and to return to the community as a contributing member.

OUR VALUES

Integrity:	Honesty and authenticity form the foundation of all that we do.
Respect:	We respect all those with whom we work including our clients and their families, our staff, board members, volunteers, donors, supporters and partners. .
Compassion:	We deliver high quality, compassionate care to clients and their families.
Inclusive:	We work to ensure that any person desiring treatment, regardless of ethnicity, gender, age, creed and/or ability to pay, will have access to treatment within a reasonable amount of time.
Collaboration:	We recognize that resources exist to help us achieve our mission throughout the community and work with others in a spirit of cooperation and partnership

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2014 and 2013

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

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PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Serenity Place
National Council on Alcoholism and Drug Dependence Affiliate
Manchester, New Hampshire

We have audited the accompanying financial statements of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (a non-profit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted.

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire
January 9, 2015

70 Stark Street / Manchester / New Hampshire 03101 / 603-647-2400 / In Nashua 595-8600 / Fax 647-6495

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Financial Position
As of June 30,

ASSETS

	Unrestricted	Temporarily Restricted	2014 Totals	2013 Totals
Current Assets:				
Cash and Cash Equivalents	$ 73,212	$ 28,556	$ 101,768	$ 78,501
Receivables	155,261	0	155,261	199,099
Prepaid Expenses	15,103	0	15,103	15,832
Total Current Assets	243,576	28,556	272,132	293,432
Fixed Assets:				
Land	42,371	0	42,371	42,371
Buildings	90,266	0	90,266	71,430
Building Improvements	465,198	0	465,198	427,465
Furniture and Fixtures	69,983	0	69,983	69,983
Equipment	93,941	0	93,941	85,944
Vehicles	29,950	0	29,950	29,950
Less: Accumulated Depreciation	(417,799)	0	(417,799)	(383,446)
Net Fixed Assets	373,910	0	373,910	343,697
Other Assets:				
Investments at Market Value	84,144	0	84,144	70,022
Total Other Assets	84,144	0	84,144	70,022
Total Assets	$ 701,630	$ 28,556	$ 730,186	$ 707,151

See Notes and Independent Auditor's Report

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	Unrestricted	Temporarily Restricted	2014 Totals	2013 Totals
Current Liabilities:				
Accounts Payable	$ 49,015	$ 0	$ 49,015	$ 21,034
Accrued Expenses	89,148	0	89,148	46,953
Deferred Revenue	14,155	0	14,155	20,115
Line of Credit	36,305	0	36,305	37,800
Current Portion of Notes Payable	5,000	0	5,000	6,926
Total Current Liabilities	193,623	0	193,623	132,828
Long Term Liabilities:				
State Loan Payable	20,000	0	20,000	20,000
Notes Payable, Net of Current Portion	20,000	0	20,000	30,000
Total Long Term Liabilities	40,000	0	40,000	50,000
Total Liabilities	233,623	0	233,623	182,828
Net Assets:				
Unrestricted Net Assets	468,007	0	468,007	505,903
Temporarily Restricted Net Assets	0	28,556	28,556	18,420
Total Net Assets	468,007	28,556	496,563	524,323
Total Liabilities and Net Assets	$ 701,630	$ 28,556	$ 730,186	$ 707,151

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE
Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	Unrestricted	Temporarily Restricted	2014 Totals	2013 Totals
Revenue and Support:				
Governmental Agency Revenue	$ 844,314	$ 0	$ 844,314	$ 803,970
Contributions	41,455	0	41,455	46,974
Grants	55,400	20,000	75,400	72,864
Charges For Services	505,309	0	505,309	466,192
Fundraising	30,886	0	30,886	24,370
Other Revenue	7,182	0	7,182	6,867
Net Assets Released from Restrictions: Satisfaction of Program Restrictions	9,864	(9,864)	0	0
Total Revenue and Support	1,494,410	10,136	1,504,546	1,421,237
Expenses:				
Program Services	1,307,000	0	1,307,000	1,193,850
Fundraising	105,004	0	105,004	81,123
General and Administrative	134,424	0	134,424	107,954
Total Expenses	1,546,428	0	1,546,428	1,382,927
Excess (Deficit) of Revenue and Support over Expenses	(52,018)	10,136	(41,882)	38,310
Other Revenue (Expenses):				
Interest and Investment Income	2,686	0	2,686	1,366
Holding Gain (Loss) on Investments	11,436	0	11,436	8,636
Total Other Revenue (Expenses)	14,122	0	14,122	10,002
Net Increase (Decrease) in Net Assets	(37,896)	10,136	(27,760)	48,312
Net Assets - Beginning of Period	505,903	18,420	524,323	476,011
Net Assets - End of Period	$ 468,007	$ 28,556	$ 496,563	$ 524,323

See Notes and Independent Auditor's Report

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

	Program Services				
Expenses:	REAP	Withdrawal Management	Tirrell House	Intensive Out Patient	Lin's Place
Salaries and Wages	$ 176,697	$ 113,866	$ 230,888	$ 43,011	$ 307,920
Payroll Taxes	15,215	10,417	20,458	3,680	27,475
Employee Benefits	18,427	938	26,722	382	43,207
Client Food	1,132	9,930	28,817	187	29,797
Professional Fees	2,670	52	938	39	522
Depreciation	4,867	15,485	2,050	0	0
Utilities	5,823	2,525	11,910	2,204	14,189
Insurance	5,930	10,143	6,550	2,032	5,700
Educational Materials	10,625	0	0	0	0
Supplies	4,174	1,323	7,344	859	7,597
Repairs and Maintenance	4,378	4,017	6,306	698	9,291
OADAP Client Charge	0	0	0	0	0
Fundraising Events	0	0	0	0	0
Office Expense	2,081	328	1,498	336	2,285
Telephone and Internet	1,664	685	2,089	338	4,695
Staff Development	5,634	1,225	1,677	571	3,433
Equipment Lease	1,033	372	0	0	2,313
Bank and Credit Card Fees	3,309	0	0	0	0
Travel and Entertainment	291	166	1,275	0	1,500
Advertising	0	0	0	0	0
Dues and Subscriptions	676	192	989	293	1,527
Postage	1,711	148	205	5	546
Licenses and Fees	110	38	0	0	260
Interest	0	0	0	0	0
Board Expenses	0	0	0	0	0
Client Expense	0	0	0	0	116
Printing	98	33	293	36	310
Miscellaneous	74	120	167	85	763
Contributions	0	0	0	0	0
Total Expenses	$ 266,619	$ 172,003	$ 350,176	$ 54,756	$ 463,446

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

		Supporting Services			
	Total Program Services	Fundraising	General Management	2014 Total	2013 Total
Expenses:					
Salaries and Wages	$ 872,382	$ 73,640	$ 82,818	$ 1,028,840	$ 869,315
Payroll Taxes	77,245	5,838	8,201	91,284	83,637
Employee Benefits	89,676	942	1,971	92,589	112,006
Client Food	69,863	0	0	69,863	57,301
Professional Fees	4,221	67	9,191	13,479	19,161
Depreciation	22,402	0	11,951	34,353	35,000
Utilities	36,651	1,799	1,866	40,316	35,301
Insurance	30,355	1,704	1,956	34,015	28,763
Educational Materials	10,625	0	0	10,625	12,500
Supplies	21,297	237	273	21,807	19,846
Repairs and Maintenance	24,690	2,330	2,202	29,222	29,586
OADAP Client Charge	0	0	0	0	5,375
Fundraising Events	0	14,014	0	14,014	12,528
Office Expense	6,528	890	1,178	8,596	9,403
Telephone and Internet	9,471	581	635	10,687	11,926
Staff Development	12,540	264	3,208	16,012	10,539
Equipment Lease	3,718	357	295	4,370	2,584
Bank and Credit Card Fees	3,309	256	2,065	5,630	7,052
Travel and Entertainment	3,232	183	1,230	4,645	3,171
Advertising	0	814	0	814	1,576
Dues and Subscriptions	3,677	357	259	4,293	4,254
Postage	2,615	410	488	3,513	3,246
Licenses and Fees	408	48	163	619	1,324
Interest	0	0	2,280	2,280	2,316
Board Expenses	0	0	0	0	349
Client Expense	116	0	8	124	49
Printing	770	172	74	1,016	1,223
Miscellaneous	1,209	101	2,112	3,422	3,546
Contributions	0	0	0	0	50
Total Expenses	$ 1,307,000	$ 105,004	$ 134,424	$ 1,546,428	$ 1,382,927

See Notes and Independent Auditor's Report

PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flow
For the Years Ended June 30,

	Unrestricted	Temporarily Restricted	2014 Totals	2013 Totals
Cash Flows from Operating Activities:				
Net Increase (Decrease) in Net Assets	$ (37,896)	$ 10,136	$ (27,760)	$ 48,312
Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:				
Depreciation	34,353	0	34,353	35,000
Holding (Gain) Loss on Investments	(11,436)	0	(11,436)	(8,636)
(Increase) Decrease in Receivables	43,838	0	43,838	(30,972)
(Increase) Decrease in Prepaid Expenses	729	0	729	(2,199)
Increase (Decrease) in Accounts Payable	27,981	0	27,981	(39,285)
Increase (Decrease) in Accrued Expenses	42,195	0	42,195	75
Increase (Decrease) in Deferred Revenue	(5,960)	0	(5,960)	(10,900)
Total Adjustments	131,700	0	131,700	(56,917)
Net Cash Flows Provided by (Used for) Operating Activities	93,804	10,136	103,940	(8,605)
Cash Flows from Investing Activities:				
Acquisitions of Equipment	(64,566)	0	(64,566)	(1,169)
Acquisitions of Investments	(2,686)	0	(2,686)	(1,356)
Net Cash Flows Provided by (Used for) Operating Activities	$ (67,252)	$ 0	$ (67,252)	$ (2,525)

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flow
For the Years Ended June 30,

	Unrestricted	Temporarily Restricted	2014 Totals	2013 Totals
Cash Flows from Financing Activities:				
Principal Payments on Notes Payable	$ (6,926)	$ 0	$ (6,926)	$ (9,527)
Forgiveness of Debt (See Note 3)	(5,000)	0	(5,000)	(5,000)
Proceeds from Line of Credit	505	0	505	67,800
Payments on Line of Credit	(2,000)	0	(2,000)	(30,000)
Net Cash Flows Provided by (Used for) Financing Activities	(13,421)	0	(13,421)	23,273
Net Increase (Decrease) in Cash and Cash Equivalents	13,131	10,136	23,267	12,143
Cash and Cash Equivalents - Beginning of Year	60,081	18,420	78,501	66,358
Cash and Cash Equivalents - End of Year	$ 73,212	$ 28,556	$ 101,768	$ 78,501
Supplemental Cash Flow Disclosures:				
Interest (net of amount capitalized)	$ 2,280	$ 0	$ 2,280	$ 2,316

See Notes and Independent Auditor's Report

Nature of Organization:

Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (the "Organization") is a non-profit organization existing for the purpose of providing alcohol and drug abuse information, education, referral, crisis intervention, and residential services.

Note 1 - Summary of Significant Accounting Principles:

A. Basis of Presentation

The Organization presents its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

B. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

C. Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

D. Accounting Principles

Under current accounting standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets. Those three classes are as follows:

Unrestricted Net Assets:
The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - continued:

D. Accounting Principles - Continued

Temporarily Restricted Net Assets:
The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. Temporarily Restricted Net Assets at June 30, 2014 and 2013 were $28,556 and $18,420, respectively.

Permanently Restricted Net Assets:
The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2014 and 2013.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Center's evaluation on June 30, 2014 and 2013 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Fixed assets are recorded at historical cost at the time of acquisition. Depreciation is calculated by the straight-line method over their estimated useful lives ranging from three to thirty-nine years. Repairs and maintenance are charged to operations as incurred, whereas major betterments are capitalized. The estimated useful lives of the assets are as follows:

Description	Method	Life
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Vehicles	Straight-Line	5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. Historically, the Organization has not experienced material write offs, and therefore has not established an allowance account.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Investments

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities. Realized gains or losses are reflected as increases or decreases in the Organization's unrestricted net assets. The net change in unrealized holding gains or losses since the last fiscal year end are also recorded as increases or decreases in the Organization's operations. See Note No. 9.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were $814 and $1,576 for the years ended June 30, 2014 and 2013, respectively.

K. Functional Allocation of Expenses

The costs of providing the various program services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Note 2 –Receivables:

Receivables are as follows:

	2014	2013
Oxford House	$ 7,500	$ 7,500
US Probation Contract	17,981	1,148
Accounts Receivable	8,488	659
Multiple Offender Program	12,450	13,500
Grant Receivable	35,400	59,000
NH Department of Health and Human Services	73,442	117,292
	$ 155,261	$ 199,099

-Continued on Next Page –

Note 3 - Notes Payable:

At June 30, 2014 and 2013, notes payable were as follows:

	2014	2013
Note Payable to the City of Manchester, bearing a fixed annual interest rate of 0%, payable in annual installments of $5,000. Matures in October 2018. The City has the option to forgive $25,000 over the first 5 years of the note. $5,000 was forgiven for the years ended June 30, 2014 and 2013.	$ 25,000	$ 35,000
Note payable to the City of Manchester, bearing a fixed annual interest rate of 3%, payable in monthly installments of $388. Matured in November 2013.	0	1,926
Total Notes Payable	25,000	36,926
Less: Current Maturities on Notes Payable	(5,000)	(6,926)
Notes Payable – Long-Term Portion	$ 20,000	$ 30,000

Future minimum principal payments are as follows:

For The Fiscal Years Ended June 30,	Notes Payable
2015	$ 5,000
2016	5,000
2017	5,000
2018	5,000
2019	5,000
Totals	$ 25,000

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Note 4 – State Loan Payable:

At June 30, 2014 and 2013, the organization has a State Loan Payable of $20,000. This loan is for the Oxford House and will be repaid to the State if the Organization decides to not participate in the program.

Note 5 – Temporarily Restricted Net Assets:

Temporarily Restricted Net Assets at June 30, 2014 consist of the following:

Bean Foundation – Building Repairs	$ 20,000
Samuel Hunt Foundation – Building Repairs	8,556
	$ 28,556

Note 6 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 7 – Concentration of Revenue and Support Sources:

The Organization's primary source of revenues are Block Grants for Prevention and Treatment of Substance Abuse passed through by the State of New Hampshire. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services and miscellaneous income and grants.

Note 8 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These Transactions have been recorded as follows.

	2014	2013
Donated services, materials, equipment and food	$ 28,962	$ 29,480

-Continued on Next Page-

Note 9 – Investments:

The cost and fair market values of investment securities held are as follows:

Description	Cost	Fair Market Value	Accumulated Holding Gains Or (Losses)
Mutual Funds - 2014	$ 45,862	$ 84,144	$ 38,282
Mutual Funds – 2013	$ 43,176	$ 70,022	$ 26,846

Current year unrealized gains (losses) were $11,436 and $8,636 for the years ended June 30, 2014 and 2013, respectively.

Note 10 – Line of Credit:

As of June 30, 2014 there was a $100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.13% as of June 30, 2014. At June 30, 2014 and 2013 there was $36,305 and $37,800, respectively, outstanding on this credit line.

Note 11 – Subsequent Events:

Subsequent events have been evaluated thru January 9, 2015, which is the date the financial statements were available to be issued.

NAME
Roger Beauchamp 10/2009
Jeff Benson 2/2014
Tiffany Cavanaugh Treasurer 4/2009
Mary Constance 3/2014
John FitzGerald, III 2/2014
Ross Kukish Secretary 8/2012
Anthony Messina 8/2012
Michael O'Shaughnessy Vice- President 3/2011
Russ Ouellette President 1/2011

Barbara Potvin
3/2014

Bobby Schultz
2/2012

Alan Villenuve
1/2011

All Board Meeting
No Board Meeting

Sharon Drake

[redacted]

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

November 2008 to Present – *CEO, Serenity Place, Manchester, NH*
Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of $1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - *Executive Director, Women's Business Center, Portsmouth, NH*

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget ($300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 – *Program Director,* New *Hampshire Community Loan Fund, Concord, NH*
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than $1 Million and purchase more than $30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than $1.7 million in federal program funds and nearly $6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than $1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH and PACE (Professional Association of Council Executives), Washington, DC

Dominic Donahue, NCC, LMHC, LADC 1, CADAC.

[redacted]

Objective

A challenging position as that would provide support, education and awareness to individuals.

Summary of Qualifications

* Excellent communication skills, both oral and written needs of others
* Experience with curriculum development and implementation
* Effective Presentation Skills
*Management leadership and organizational skills
* Extensive experience in crisis intervention
* Substantial understanding of the dynamics of domestic violence.

Professional Accreditation

* Nationally Certified Counselor (NCC)
*Certified Clinical Mental Health Counselor (CCMHC)
* Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC I)
* Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
* Substance Abuse Professional (SAP) Department of Transportation Certification
* Approved Clinical Supervisor certified (ACS)
* Certified Batterer's Intervention Counselor
* Spiritual Care giving to Help Addicted Persons and Families Certificate
* Substance Abuse Counseling Certificate
*Certified HIV/AIDS Educator
* Criminology Certificate
* CPR and First Aid Certified

Professional Background

Serenity Place, Manchester, NH 2014 – Present

Clinical Director

- Direct supervision of clinical programs and personnel.
- Assist in developing and supervising provisions of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Proficient in Evidence Based Practices.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.

Roxbury Community Health Care Center. Roxbury, MA 2012-2013

Senior Clinician/ Suboxone Program Coordinator

- Provide assessment, diagnosis, and treatment for psychological illness and Substance Abuse through case management, individual, group, family and marital Psychotherapy, consultation, education and prevention to promote maximum benefits from the services provided.
- Attend, present and complete necessary documentation for case management team meetings
- Conducting clinical assessments of individuals, couples and families.

- Conduct substance abuse groups and explore symptoms, underlying causes and consequences to the individual, couples and families.
- Focused on discussing behavior responsibility, motivation and attitudes in achieving redirected behavior.

Arbour Counseling Services: Allston, Ma 2004-2012

Program Director-School-Based Program

- Supervised 10-15 Clinicians weekly while working with K-12 students within Boston Public Schools
- Conducted individual as well as group counseling sessions for students facing behavioral and developmental problems
- Conducted seminars/workshops for Teachers and Parents on Developmental and adjustment issues in classroom.
- Conducted several seminars for parents and suggested ways to overcome the behavioral problems of their children.
- Acted as a successful link between students, their teachers and parents.
- Maintained all records and all billing issues related to program development.

HRI, Arbour Hospital. Brookline, MA 2002-2004

Triangle PHP Clinical Coordinator

- Provided high end clinical work and treatment services to patients with complex psychosocial needs and Substance abuse diagnosis's independently as well as in group therapy.
- Evaluated patients at admission and formulated appropriate treatment plans.
- Took a fundamental role in coordinating services with the interdisciplinary team and community agencies to ensure appropriate patient care.
- Provided ongoing case management along with advocacy services for patients with medically related social and emotional problems.
- Re-evaluated at appropriate intervals with patients and maintained electronic records in accordance with Hospital and State regulations.

Spectrum Health Systems, Inc. Somerville, Ma 2001-2002

Clinical Director –Spectrum Shelter for Boys.

- Provided emergency services with day services for children ages 11-18 in a stabilization program.
- Provided necessary supervision and administration to 30 clinical and staff employees.
- Initiate and formulate treatment planning and discharge planning.
- Offered various kinds of family therapy instructions with psychology internship programs.
- Worked as the responsible authority for all aspects of admissions, clinical care, and crisis work along with psychiatric day services for children with severe mental health and development problems.
- Supervised treatment action for 30 clients for a 45 day period along with educational and clinical needs.

"Reaching out to Women", Lynn, Ma 2000-2001

Senior clinician

- Performed individual and group substance abuse counseling psychotherapy
- Conducted court-ordered evaluations and conducted specialized assessments for Court mandated women
- Worked with women on issues around trauma, domestic violence, and substance abuse, evaluated and reported progress.

Tri-City Mental Health & Retardation Center, Lynn, Ma. 1999-2001

Group Facilitator in Batterer's Intervention

- Conducted batterer's intervention group using Deluth Model of Intervention.
- Conducted individual assessments and ongoing treatment involvement
- Managed a high caseload (up to 45)

Essex County Correctional Facility, Middleton, Ma 1997-1999

Alternatives to Domestic Violence & Abuse Program
Program Director

- Tracking record of the domestic violence cases with administration for parole and probation departments.
- Receiving cases from other units and prisons and classifying them according to given parameters.
- Conducting batterer's intervention groups within a jail setting.
- Supervising all staff clinical and officers.
- Supervising progression with enforcement of legal policies and codes.

Serenity Supportive Housing, Topsfield, Ma. 1995-1997
Assistant Program Director

- provided counseling to HIV infected patients and motivated them for a healthy happy life
- Delivered lectures on the role of society towards HIV patients
- Conducted HIV tests and both pre and post counseling sessions for individuals.
- Conducted HIV/AIDS educational workshops for college students.

Educational Background

* **Doctor of Clinical Psychology Candidate , January 2010-present**
  California Southern University
* **Masters of Science in Clinical Psychology May 2004**
  Salem State College Salem, Ma, U.S.A
* **New England School of Addiction Studies, summer 2000.**
  University of Eastern Connecticut, Willimantic, CT.
* **Masters of Education in Integrated Studies, 2000**
  Cambridge College, Cambridge, Ma, U.S.A
* **Graduate Courses in Psychology, 1998**
  University Of Massachusetts at Boston, Boston, Ma. U.S.A.
* **Bachelor of Arts degree in Sociology and Folklore 1994**
  Memorial University of Newfoundland, St. John's, Newfoundland
* **Bachelor of Education (Adult Education), Sept. 2005-present.**
  Memorial University of Newfoundland, St. John's Newfoundland
* **Associate's Degree in Science. Major in Drug and Alcohol Rehabilitation, 1996**
  North Shore Community College, Danvers, Ma. U.S.A

References Available upon Request

KRISTIN J. FRANKLIN, MBA, MSF, EA
CPA CANDIDATE

[redacted]

KEY QUALIFICATIONS

- Seven years of experience in a not-for-profit finance office, including accounting for grants
- General ledger accounting and reconciliation, trial balance, financial statement preparation, monthly and annual close
- Financial analysis including projections, capital budgeting, cost, variance, sensitivity, scenario, and benchmarking
- Support of financial statement and other regulatory audits, as well as fraud and internal control audits
- Knowledgeable of payroll tax concerns
- Experienced in researching inconsistencies and implementing remedies
- Development and production of financial reports for external purposes and internal purposes, including for C-level management
- Teaching and presentation of financial concepts
- Desire and passion to contribute in a meaningful way to an organization that makes a positive difference
- CPA candidate – passed all parts of CPA exam (FAR – May 2012, REG – Oct 2012, AUD – Jan 2013, BEC – Feb 2013)

PROFESSIONAL EXPERIENCE

National Council on Alcoholism and Drug Dependence-Greater Manchester (dba Serenity Place) Manchester, NH
Controller/HR Officer 2014 – current

- Responsible for $2m budget and human resources functions, including weekly payroll, of the only agency in Manchester (NH) that serves those coping with Substance Use Disorder who are unable to pay.
- Reduced expenses by changing vendor for credit card services, working with copier lessor to cost savings and eliminating redundancy in insurance coverage.
- Negotiated payment terms with vendors during lean times.
- Instituted e-mailing of paystubs.
- Aligned annual enrollment for various benefits and instituted a 403(b) thrift plan.

Southern New Hampshire University Manchester, NH
Accountant/Financial Analyst 2008 – 2014

- Developed and produced reports of complex financial information for senior management and the Board of Trustees.
- Benchmarked the finance and administration divisions of SNHU against itself and a peer group of nineteen institutions. Requires collaboration with directors of functional units within the division. Report suggests plans for action.
- Served as a resource to staff of other departments who have questions or concerns about departmental budgets, revenues, expenses, accounting, policies or procedures.
- Led an *ad hoc* committee to draft policy revisions and suggest needed policies.

Adjunct faculty – Finance & Accounting 2002 – 2014

- Teach graduate cost accounting, undergraduate introductory corporate finance, student-managed investment fund, personal finance, and graduate/undergraduate Series 7 preparatory course.

Associate Director, Center for Financial Studies 2002 – 2008
Graduate Assistant to the Director, CFS 2001 – 2002

- Responsible for operations of the Center including supervision of staff, budget management, vendor and community relationships, technical reliability and user support.
- Developed and delivered numerous academic papers, seminars, workshops and training sessions to university students, staff, faculty and campus visitors, as well as at academic conferences.
- Chaired University Budget Advisory Committee, 2005 – 2008. During this period, the committee worked with the accounting staff to develop a method for comprehensive analysis of the university's costs.
- Selected for first cohort of the university's Professional Enrichment Program (PEP).

Merrimack H&R Limited — Merrimack, NH

Instructor/Trainer — 1993 – 2000

Enrolled Agent/Tax Preparer — 1992 – 2000

- Supervised and trained tax preparation staff. Taught personal income tax courses to accounting professionals and non-professionals.
- Provided forecasting, budgeting, scenario and variance analysis for small business clients.
- Designed and conducted a feasibility study to determine the likely acceptance by the firm's clientele of financial planning services.

MedNow — Orono, ME

Medical Assistant — 1985 – 1987

- Checked in patients, assisted in laboratory, completed claim forms for third party billing including Maine Medicaid and private insurance companies, posting of insurance payments to patient accounts.

EDUCATION

2003	M.S., Finance	Southern New Hampshire University Manchester, New Hampshire
2001	M.B.A.	Southern New Hampshire University Manchester, New Hampshire
1987	B.S., Microbiology with highest distinction	University of Maine Orono, Maine

PROFESSIONAL LICENSES AND MEMBERSHIPS

American Institute of Certified Public Accountants, associate member

Institute of Management Accountants, member

NH Society of Certified Public Accountants, associate member; member of not-for-profit accounting and careers committees

National Association of College and University Business Officers, member

Eastern Association of College and University Business Officers, member

Enrolled to practice before the Internal Revenue Service since 1995, #2013-58816

SOFTWARE

Ellucian (Datatel) Enterprise Resource Planning program, including Query Builder and Informer

Synoptix for Datatel

SAP BusinessObjects Web Intelligence

QuickBooks

MS Office including Excel, Word, PowerPoint, Publisher and Outlook

Certified in Bloomberg for equities, fixed income and foreign exchange

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	CEO	$72,828	0%	$ 0
Dominic Donahue	Clinical Director	$66,300	0%	$ 0
Kristin Franklin	Controller/HR Officer	$54,000	0%	$ 0

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #107) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $1,557,404.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

Contractor Initials: SD
Date: 6/4/15

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/10/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

National Council on Alcoholism and Drug Dependence/Greater Manchester

6/4/15
Date

NAME Sharon Drake
TITLE CEO

Acknowledgement:
State of NH, County of USA on 6-4-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/9/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women -*** Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

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Service Table	
Required Services	**Treatment Services**
X	***Transitional Living (ASAM Level 3.1)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Transitional Living (ASAM Level 3.1) - Pregnant Women -*** Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

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Service Table	
Required Services	Treatment Services
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:

In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

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- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

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use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

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Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

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Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $260,000.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.

- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $1,000,000.

Contractor Initials: SD
Date: 5/27/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials SD
Date 5/27/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/27/15
Date

Sharon Drake - NCADD/GM
Name: Sharon Drake
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health + Human Services	NCADD | GM - Serenity Place
The State	Name of the Contractor
Kathleen A Dunn	Sharon Drake
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Sharon Drake
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
5/28/15	5/27/15
Date	Date

CERTIFICATE OF VOTE

I, Russell Ouellette, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 25, 2011:
(Date)

RESOLVED: That the Executive Director/CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 4th day of June, 2015.
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of June, 2015,

By Russell Ouellette
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DONNA RODRIGUEZ
Notary Public - New Hampshire
My Commission Expires October 26, 2016

CONTRACTOR NAME

Key Personnel

July 1, 2015 – December 31, 2015

Name	Job Title	Salary (6 months)	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	Executive Director/CEO	$36,414	.086%	$627.85
Dominic Donahue	Clinical Director	$32,500	11.3%	$7,349.71
Kristin Franklin	Controller	$27,000	9.5%	$5,139.66

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence/Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 107) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $1,297,404
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: SD
Date: 5/22/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

National Council on Alcoholism and Drug Dependence/Greater Manchester

5/22/14
Date

NAME
TITLE CEO

Acknowledgement:
State of New Hampshire, County of Hillsborough on May 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

JENNIFER J. FONTAINE
STATE OF
- MY -
COMMISSION
EXPIRES
MARCH 18,
2016
NEW HAMPSHIRE
NOTARY PUBLIC

Contractor Initials: SD
Date: 5/22/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: SD
Date: 5/22/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: SD
Date: 5/20/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

***Evaluation*:**
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Exhibit B Amendment #2

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $432,468 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: BD
Date: 5/20/14

X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Russell Ouellette, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of NCADD Greater Manchester – Serenity Place.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 25, 2011:
(Date)

RESOLVED: That the Executive Director/CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 22nd day of May, 2014.
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of May, 2014,

By Russell Ouellette.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)
JENNIFER J. FONTAINE
STATE OF
- MY -
COMMISSION
EXPIRES
MARCH
2016
NEW HAMPSHIRE
NOTARY PUBLIC

Commission Expires: March 16, 2016

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and National Council on Alcoholism and Drug Dependence of Greater Manchester (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 101 Manchester Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 864,936.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $432,468.00"

4) **Add** Exhibit B-1 and B-2

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

National Council on Alcoholism and Drug Dependence of Greater Manchester

5/9/13
Date

Name: Sharon Drake
Title: Executive Director

Acknowledgement:
State of N.H., County of Hillsborough on 5-9-13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Tillie H. McNulty
Justice Of The Peace
my commission expires
4-15-14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NCADD/GM Serenity Place - Intensive Outpatient Program

Budget Request for: Intensive Outpatient Program - Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost: Direct Incremental	Total Program Cost: Indirect Fixed	Total Program Cost: Total	Contractor Share / Match: Direct Incremental	Contractor Share / Match: Indirect Fixed	Contractor Share / Match: Total	Funded by DHHS contract share: Direct Incremental	Funded by DHHS contract share: Indirect Fixed	Funded by DHHS contract share: Total
1 Total Salary/Wages	$ 53,538.00	$ 4,391.82	$ 57,929.82	$ 2,142.00	$ 2,249.82	$ 4,391.82	$ 51,396.00	$ 2,142.00	$ 53,538.00
2 Employee Benefits	$ 11,452.12	$ 887.88	$ 12,340.00	$ 288.12	$ 299.88	$ 588.00	$ 11,164.00	$ 588.00	$ 11,752.00
3 Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,055.00	$ 56.00	$ 1,111.00	$ 57.00	$ -	$ 57.00	$ 998.00	$ 56.00	$ 1,054.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5 Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 560.00	$ 43.00	$ 603.00	$ -	$ -	$ -	$ 560.00	$ 43.00	$ 603.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,153.00	$ -	$ 1,153.00	$ 603.00	$ -	$ 603.00	$ 550.00		$ 550.00
6 Travel	$ 305.00	$ 116.00	$ 421.00	$ 116.00	$ -	$ 116.00	$ 189.00	$ 116.00	$ 305.00
7 Occupancy	$ 3,664.00	$ 168.00	$ 3,832.00	$ 233.00	$ -	$ 233.00	$ 3,431.00	$ 168.00	$ 3,599.00
8 Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 244.00	$ -	$ 244.00	$ -	$ -	$ -	$ 244.00	$ -	$ 244.00
Postage	$ 25.00	$ -	$ 25.00	$ -	$ -	$ -	$ 25.00	$ -	$ 25.00
Subscriptions	$ 434.00	$ -	$ 434.00	$ -	$ -	$ -	$ 434.00	$ -	$ 434.00
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 1,255.05	$ 126.99	$ 1,382.04	$ 120.05	$ 126.99	$ 247.04	$ 1,135.00	$ -	$ 1,135.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Software	$ 112.00	$ 272.00	$ 384.00	$ -	$ -	$ -	$ 112.00	$ 272.00	$ 384.00
10 Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11 Staff Education and Training	$ 1,223.00	$ -	$ 1,223.00	$ -	$ -	$ -	$ 1,223.00	$ -	$ 1,223.00
12 Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13 Other (specific details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 75,020.17	$ 6,061.69	$ 81,081.86	$ 3,669.17	$ 2,676.69	$ 6,236.86	$ 71,461.00	$ 3,385.00	$ 74,846.00
Indirect As A Percent of Direct		5.0%							

SD
5/9/13

Exhibit B-2

hpshire Department of Health and Human Services
E ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: NCADD/GM - Serenity Place

Budget Request for: Substance Abuse Treatment Services - Transitional Living Program - Main Building
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1 Total Salary/Wages	$ 431,756.00	$ 19,447.00	$ 451,203.00	$ 201,061.00	$ 9,836.00	$ 210,927.00	$ 230,695.00	$ 9,611.00	$ 240,276.00
2 Employee Benefits	$ 70,948.00	$ 24,521.00	$ 95,469.00	$ 20,841.00	$ 21,884.00	$ 42,725.00	$ 50,107.00	$ 2,637.00	$ 52,744.00
3 Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4 Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,459.00	$ -	$ 1,459.00	$ -	$ -	$ -	$ 1,459.00	$ -	$ 1,459.00
Repair and Maintenance	$ 5,679.00	$ 298.00	$ 5,977.00	$ 4,650.00	$ -	$ 4,650.00	$ 1,029.00	$ 298.00	$ 1,327.00
Purchase/Depreciation	$ 17,567.00	$ -	$ 17,567.00	$ 17,567.00	$ -	$ 17,567.00	$ -	$ -	$ -
5 Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 9,185.00	$ -	$ 9,185.00	$ 3,153.00	$ -	$ 3,153.00	$ 6,032.00	$ -	$ 6,032.00
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,811.00	$ 232.00	$ 3,043.00	$ 2,811.00	$ -	$ 2,811.00	$ -	$ 232.00	$ 232.00
6 Travel	$ 1,756.00	$ 617.00	$ 2,373.00	$ 1,202.00	$ -	$ 1,202.00	$ 554.00	$ 617.00	$ 1,171.00
7 Occupancy	$ 16,604.47	$ 899.00	$ 17,503.47	$ 2,600.47	$ -	$ 2,600.47	$ 14,004.00	$ 899.00	$ 14,903.00
8 Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,538.00	$ -	$ 4,538.00	$ 374.00	$ -	$ 374.00	$ 4,164.00	$ -	$ 4,164.00
Postage	$ 383.00	$ -	$ 383.00	$ 383.00	$ -	$ 383.00	$ -	$ -	$ -
Subscriptions	$ 1,411.00	$ -	$ 1,411.00	$ 1,411.00	$ -	$ 1,411.00	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,313.00	$ 382.00	$ 5,695.00	$ 5,313.00	$ -	$ 5,313.00	$ -	$ 382.00	$ 382.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9 Software	$ -	$ 1,456.00	$ 1,456.00	$ -	$ -	$ -	$ -	$ 1,456.00	$ 1,456.00
10 Marketing/Communications	$ 584.25	$ 134.00	$ 718.25	$ 584.25	$ -	$ 584.25	$ -	$ 134.00	$ 134.00
11 Staff Education and Training	$ 20,103.00	$ -	$ 20,103.00	$ -	$ -	$ -	$ 20,103.00	$ -	$ 20,103.00
12 Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13 Other (specify below)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food	$ 16,488.00	$ -	$ 16,488.00	$ 4,154.00	$ -	$ 4,154.00	$ 12,334.00	$ -	$ 12,334.00
Licenses and fees	$ 180.00	$ 151.00	$ 331.00	$ 180.00	$ -	$ 180.00	$ -	$ 151.00	$ 151.00
Individual client needs	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
TOTAL	$ 607,366.72	$ 48,137.00	$ 655,503.72	$ 268,314.72	$ 31,720.00	$ 298,034.72	$ 341,081.00	$ 16,417.00	$ 357,498.00
Indirect As A Percent of Direct		7.9%							

SD
5/9/13

WITHOUT SEAL

CERTIFICATE OF VOTE

I, George McNamara, of NCADD Greater Manchester – Serenity Place, do hereby certify that:

1. I am the duly elected President of NCADD Greater Manchester – Serenity Place;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 25, 2011;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Sharon Drake is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 9, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 9th day of May, 2013.

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of May, 2013 by George McNamara.

Notary Public/Justice of the Peace
My Commission Expires: 4-15-14

NH SKLD 1/1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 107

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with National Council on Alcoholism and Drug Dependence of Greater Manchester, (Vendor #177265 B001), 101 Manchester Streetm Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $432,468.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$198,914.00
			Subtotal	$198,914.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$97,024.00
			Subtotal	$97,024.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$136,530.00
			Subtotal	$136,530.00
			Total	$432,486.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

National Council on Alcoholism and Drug Dependence/Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $432,468.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name: CFS | Con. Hosp. | Fam. 1st | FIT | Easter Seals | FOR-NH | GC HOC | GNCA | Headrest | Horizons | MHCGM | MFS | NHS | Phoenix | NCADD | SENHS | TYC | Tri-CAP | NESCT

Contract Purpose: TX&RSS

RFP Score Summary

RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,286	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,415	$1,356,945	$251,450	$189,576	$27,114	$97,519	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec	Family Services	
5	Alan West,Ph.D.	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

FORM NUMBER P-37 (version 1/12)

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Council on Alcoholism and Drug Dependence of Greater Manchester		**1.4 Contractor Address** 101 Manchester Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-625-6980	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $432,468.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Sharon Drake		**1.12 Name and Title of Contractor Signatory** Sharon Drake, Exec. Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/23/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace: Tillie H. McNulty

Tillie H. McNulty
Justice Of The Peace
my commission expires 4-15-14

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace: Tillie H. McNulty, Justice of the Peace

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jayne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials SD
Date 5/23/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: SP
Date: 5/23/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug Dependence of Greater Manchester

ADDRESS: 101 Manchester Street, Manchester, NH 03101

EXECUTIVE DIRECTOR: Sharon Drake
TELEPHONE: 603-625-6980

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Intensive Outpatient	1.0		20	$75,000.00
Transitional Living Program – Adult			44	$357,468.00
Group – Recovery Support Services *			32	0

- Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services
Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information

shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: National Council on Alcoholism and Drug Dependence of Greater Manchester

ADDRESS: 101 Manchester Street, Manchester, NH 03101

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Sharon Drake
TELEPHONE: 603-625-6980

Vendor #177265-R001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 136,530.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 97,024.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 198,914.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $432,468.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during

which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

The remainder of this page is intentionally left blank.

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits..

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) **US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location) 101 Manchester St, Manchester, Hillsborough, NH 03101, 15 Brook St, Manchester, Hillsborough, NH 03104

Check ☐ if there are workplaces on file that are not identified here.

NCADD/GM - Serenity Place

Contractor Name

From: July 1, 2012, or date of G&C Approval, whichever is later To: June 30, 2013

Period Covered by this Certificate

Sharon Drake, Executive Director

Name and Title of Authorized Contractor Representative

Sharon Drake

Contractor Representative Signature

5/23/12

Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Laura Drake — Executive Director

Contractor Signature — **Contractor's Representative Title**

NCADD/Gm - Serenity Place — 5/23/12

Contractor Name — **Date**

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) ***PRIMARY COVERED TRANSACTIONS***

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Sharon Drake — Executive Director

Contractor Signature — **Contractor's Representative Title**

NCADD/Gm - Serenity Place — 5/23/12

Contractor Name — **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Shawn Drake — Executive Director

Contractor Signature — **Contractor's Representative Title**

NCADD/GM - Serenity Place — 5/23/12

Contractor Name — **Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Karen Drake
Contractor Signature

Executive Director
Contractor's Representative Title

NCADD/GM - Serenity Place
Contractor Name

5/23/12
Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	NCADD/GM - Serenity Place
The State Agency Name	Name of Contractor
Nancy L. Rollins	Sharon Drake
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Sharon Drake
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/23/12
Date	Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Sharon Drake
(Contractor Representative Signature)

Sharon Drake, Executive Director
(Authorized Contractor Representative Name & Title)

NCADD/GM - Serenity Place
(Contractor Name)

5/23/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: [redacted] 00-946-2784

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

[redacted] NO [redacted] YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

[redacted] NO [redacted] YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April, A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, John FitzGerald, III, of NCADD/Greater Manchester – Serenity Place, do hereby certify that:

1. I am the duly elected President of NCADD/Greater Manchester – Serenity Place;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 23, 2011;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Sharon Drake is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 23, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 23rd day of May, 2012.

John FitzGerald, III

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rs day of May, 2012 by John FitzGerald, III.

Notary Public/Justice of the Peace
My Commission Expires: 4-15-14

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #105) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $4,674,426.00.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: [signature]
Date: 7/21/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

South Eastern New Hampshire Alcohol and Drug Abuse Services

7-21-15
Date

NAME HEIDI MORAN
TITLE Clinical Administrator

Acknowledgement:
State of NH, County of Strafford on July 21, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Angela M. Gervais, Notary
Name and Title of Notary or Justice of the Peace

ANGELA M. GERVAIS
Notary Public - New Hampshire
My Commission Expires December 23, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name: Megan A. Lopez
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials:
Date: 7/21/15

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials
Date 7/21/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Contractor Initials
Date 7/21/15

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $664,918.00 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and

Contractor Initials
Date 7/21/15

within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
			discharge
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-7

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the

amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials _____
Date 7/21/15

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of June A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Thomas Parks, do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 21, 2015;

RESOLVED: That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of July 2015.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

Thomas Parks

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 21st day of July 2015, by Thomas Parks.

Angela M. Gervais, Notary Public

By Thomas Parks

ANGELA M. GERVAIS
Notary Public - New Hampshire
My Commission Expires December 23, 2019

Commission Expires: December 23, 2019

Client#: 1030053 SOUTHNEW13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/07/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 781-376-5035
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ace American Insurance Company	22667
INSURER B : ACE Property & Casualty Insuran	20699
INSURER C : MEMIC Indemnity Co	11030
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southeastern New Hampshire Alcohol & Drug Abuse Services Corp.
113 Crosby Road, Suite 1
Dover, NH 03820

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SVRD37799762	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY			CALH08615019	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			G25504860005	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3102800341	07/01/2015	07/01/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional			OGLG2550494A	07/01/2015	07/01/2016	$2,000,000 Each Claim $4,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

NH Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Trumbull

SAWCX

SOUTHEASTERN NEW HAMPSHIRE SERVICES

272 COUNTY FARM ROAD
DOVER, NH 03820-6003
TEL: 516-8160
FAX: 749-3983

Mission Statement

Southeastern New Hampshire Alcohol and Drug Abuse Services (SENHS) located in Dover, NH was founded in 1979 as a private, non-profit agency, and provides a comprehensive range of counseling and treatment services (with multiple levels of care-both outpatient, intensive outpatient, and residential) for individuals and families impacted by alcohol and other drug use disorders. On an annual basis, SENHS serves over 1,460 individuals.

SENHS is a private, not-for-profit (IRS 501 (c) 3) agency serving addicted people, pregnant women, and their families, and their associates without regard to race, religion, color, age, creed, sex, sexual orientation, handicap, or national origin. Our mission is to provide the highest possible quality addiction and recovery support services. Our focus is to promote wellness and quality of life, by helping anyone who has been adversely impacted by substance use disorders, and their consequences.

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORT

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

TABLE OF CONTENTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2014 and 2013, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such

information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 26, 2014, on our consideration of Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

September 26, 2014
Dover, New Hampshire

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2014 AND 2013

ASSETS

	2014	2013
Cash, Organization	$ 760,059	$ 898,040
Cash, Affiliate	108,825	103,634
Accounts receivable	103,378	107,815
Prepaid expenses	20,875	24,196
Property and equipment, net	120,196	148,837
Total	$ 1,113,333	$ 1,282,522

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	$ 15,250	$ 13,653
Accrued payroll and related taxes	75,695	72,722
Accrued expenses	22,002	17,168
Refundable advances	11,250	13,641
Notes payable	-	28,763
Total liabilities	124,197	145,947
Net assets		
Unrestricted:		
Board designated	37,721	37,721
Undesignated	951,415	1,098,854
Total unrestricted net assets	989,136	1,136,575
Total	$ 1,113,333	$ 1,282,522

See Notes to Consolidated Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
CHANGES IN UNRESTRICTED NET ASSETS		
PUBLIC SUPPORT AND REVENUE		
State of New Hampshire:		
Division of Alcohol & Drug Abuse Prevention and Recovery	$ 565,751	$ 565,284
Division of Alcohol & Drug Abuse Prevention and Recovery-Drug court	404,899	489,676
Division of Alcohol & Drug Abuse Prevention and Recovery-Avis Goodwin	216,437	262,348
Access to recovery	106,680	160,175
Client fees	196,893	346,361
Strafford County support	45,000	52,800
Other program revenues	40,025	46,403
Grant income	25,042	25,000
Federal and state probate	22,765	27,393
Donations	10,291	14,977
Other revenue	4,960	3,685
Total public support and revenue	1,638,743	1,994,102
EXPENSES		
Program services:		
Outpatient services	256,906	148,959
Comprehensive services	334,962	303,403
Jail program	-	4,875
Impaired driver intervention program	175,299	111,746
Community education program	33,200	34,684
Drug court program	531,824	655,354
Detoxification program	8,752	6,590
Multiple offender program	-	244,094
Avis Goodwin program	131,556	194,978
Total program services	1,472,499	1,704,683
Supporting services:		
General management	313,683	171,738
Total supporting services	313,683	171,738
Total expenses	1,786,182	1,876,421
(DECREASE) INCREASE IN UNRESTRICTED NET ASSETS	(147,439)	117,681
NET ASSETS, BEGINNING OF YEAR	1,136,575	1,018,894
NET ASSETS, END OF YEAR	$ 989,136	$ 1,136,575

See Notes to Consolidated Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES
AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ (147,439)	$ 117,681
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation	33,691	32,282
(Increase) decrease in assets:		
Accounts receivable	4,437	15,784
Prepaid expenses	3,321	(8,923)
Increase (decrease) in liabilities:		
Accounts payable	1,597	(5,876)
Accrued payroll and related taxes	2,973	(18,169)
Accrued expenses	4,834	(8,203)
Refundable advances	(2,391)	(750)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(98,977)	123,826
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property and equipment	(5,050)	(4,705)
NET CASH USED IN INVESTING ACTIVITIES	(5,050)	(4,705)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of notes payable	(28,763)	(38,938)
NET CASH USED IN FINANCING ACTIVITIES	(28,763)	(38,938)
NET (DECREASE) INCREASE IN CASH	(132,790)	80,183
CASH, BEGINNING OF YEAR	1,001,674	921,491
CASH, END OF YEAR	$ 868,884	$ 1,001,674
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	$ 571	$ 3,450

See Notes to Consolidated Financial Statements

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL
FOR THE YEAR ENDED JUNE 30, 201

		SUPPORTING SERVICES			
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	FUNDRAISING	TOTAL SUPPORTING SERVICES	TOTAL
Salaries and wages	$ 176,067	$ 200,980	$ -	$ 131,488	$ 1,032,625
Employee benefits	28,331	34,007	-	34,474	225,470
Payroll taxes	12,516	15,506	-	12,409	81,157
Professional fees	-	-	-	133,371	133,371
Subcontractors		600	-	-	16,565
Rent	10,863	29,926	-	-	56,954
Occupancy	12,030	20,588	-	-	78,532
Food	2,081	10,727	-	55	31,542
Interest	103	187	-	-	571
Telephone	884	1,277	-	70	5,142
Insurance	2,120	2,120	-	424	21,200
Depreciation	6,138	6,137	-	-	33,691
Travel	56	1,056	-	-	4,014
Equipment rental and maintenance	1,450	5,118	-	-	14,973
Client recreation and treatment	396	645	-	-	12,517
Office supplies and expense	3,003	1,419	-	-	12,050
State administration fee	75		-	-	400
Medical expense	33	3,706	-	-	9,344
Dues and subscriptions	110	55	-	-	660
Printing and reproduction	401	88	-	14	2,599
Postage	157	530	-	501	3,169
Bank charges	52	-	-	-	5,192
Advertising	168	93	-	-	735
Other	(128)	197	-	877	3,709
Total functional expenses before allocation of management and general expenses	256,906	334,962	-	313,683	1,786,182
Allocation of management and general expenses	44,574	90,688	-	(310,719)	-
Total	$ 301,480	$ 425,650	$ -	$ 2,964	$ 1,786,182

See Notes to Consolidated Financial Statem

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL
FOR THE YEAR ENDED JUNE 30, 2013

PPORTING SERVICES

	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	FUNDRAISING	TOTAL SUPPORTING SERVICES	TOTAL
Salaries and wages	$ 89,519	$ 171,562	$ -	$ 69,019	$ 1,094,813
Employee benefits	23,957	54,764	-	4,155	228,062
Payroll taxes	4,725	14,156	-	2,649	85,355
Professional fees	-	-	721	89,348	89,348
Subcontractors	-	-	-	-	18,625
Rent	1,883	18,405	-	2,998	99,929
Occupancy	9,203	13,587	8	1,820	71,909
Food	1,668	8,745	64	64	36,933
Interest	101	91	-	50	3,450
Telephone	1,048	1,967	63	391	10,890
Insurance	1,242	1,242	393	982	19,650
Depreciation	5,617	5,617	-	969	32,282
Travel	144	1,420	-	-	6,206
Equipment rental and maintenance	1,123	1,292	-	247	15,230
Client recreation and treatment	1,596	1,885	-	-	15,808
Office supplies and expense	2,192	2,090	-	295	13,890
State administration fee	40	-	-	-	3,940
Medical expense	160	3,510	-	-	8,144
Dues and subscriptions	260	320	-	-	660
Printing and reproduction	929	115	-	-	2,283
Postage	166	181	499	499	3,327
Bank charges	50	-	-	-	5,181
Advertising	187	126	-	-	801
Other	3,149	2,328	(1,748)	(1,748)	9,705
Total functional expenses before allocation of management and general expenses	148,959	303,403	-	171,738	1,876,421
Allocation of management and general expenses	34,333	24,506	-	(171,738)	-
Total	$ 183,292	$ 327,909	$ -	$ -	$ 1,876,421

See Notes to Consolidated Financial Statem

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southeastern New Hampshire Alcohol & Drug Abuse Services (the Organization) is a New Hampshire nonprofit organization providing treatment, rehabilitation and intervention services to alcoholics, narcotic addicts, and alcohol and drug abusers, substantially all of whom are residents of New Hampshire. A majority of revenue is derived from contracts with the State of New Hampshire.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the Affiliate) is also a New Hampshire nonprofit organization that was established to raise funds for the Organization. All revenue is derived from direct public support.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles general accepted in the United States of America, as promulgated by the Financial Accounting Standards (FASB) Accounting Standards Codification (ASC).

Principles of Consolidation

The accompanying consolidated financial statements have been prepared for the Organization and the Affiliate due to the Organization being the sole beneficiary of the Affiliate. All material intercompany transactions have been eliminated.

Basis of Presentation

Financial statement presentation follows the recommendations of the FASB ASC No. 958-210 *Financial Statements of Not-for-Profit Organizations*. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of June 30, 2014 and 2013, the Organization had no permanently or temporarily restricted net assets.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash Equivalents

Cash equivalents include all highly liquid investments with an original maturity date of three months or less. There were no cash equivalents at June 30, 2014 and 2013.

Accounts Receivable

Accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from grants, contracts, and others. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the applicable accounts receivable. At June 30, 2014 and 2013, no allowance was deemed necessary.

Property and Equipment

Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized. Depreciation is provided for using the straight line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Leasehold improvements	15 - 39 years
Vehicles, equipment and furniture	3 - 7 years

Property and equipment at June 30, 2014 and 2013 consisted of the following:

	2014	2013
Leasehold improvements	$ 407,730	$ 407,730
Vehicles	45,703	45,703
Equipment and furniture	228,259	223,210
	681,692	676,643
Less accumulated depreciation	561,496	527,806
	$ 120,196	$ 148,837

Accrued Vacation

The Organization has accrued liabilities for future compensated leave time that its employees have earned and which is vested with the employees. The amounts totaled $37,045 and $38,792, at June 30, 2014 and 2013, respectively.

Refundable Advances
Revenues received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Contributed Support
Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Income Taxes
The Organization and the Affiliate are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service (IRS) has determined them to be other than private foundations.

Management has reviewed the tax positions for the Organization under ASC No. 740, *"Accounting for Income Taxes"* and determined that the application of FASB ASC No. 740 did not have a material impact on the consolidated financial statements. FASB ASC No. 740 establishes financial accounting and disclosure requirements for recognition and measurement of uncertain tax positions taken or expected to be taken on a U.S. information return. There were no uncertain tax positions as of June 30, 2014 and 2013, and all tax years from 2011 forward are open and subject to IRS examination.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Advertising
Advertising costs are expensed as incurred.

Concentrations of Risk
The Organization maintains its cash balances at one financial institution. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. As of June 30, 2014 and 2013, the uninsured balances were $525,823 and $672,381, respectively.

A majority of the Organization's services are derived from services performed for New Hampshire citizens. The main source of revenue for the Organization is derived from contracts with the State of New Hampshire. These contracts represent 79% and 74%, respectively, of the Organization's public support and revenue for the fiscal years ended June 30, 2014 and 2013. The accounts receivable related to these contracts totaled $98,064 and $103,435 at June 30, 2014 and 2013, respectively. The Organization does not require collateral or other security to support these financial instruments.

Fair Value of Financial Instruments

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

NOTE 2. NOTES PAYABLE

	2014	2013
Variable note payable to a bank in 59 monthly installments of principal and interest of $2,463 through March 2014. Interest was adjusted every 3 years and was stated at 3% above the Federal Home Loan Bank rate, which was 4.77% during the fiscal years ended June 30, 2014 and 2013. The note was secured by all of the Organization's assets and was paid in full at June 30, 2014.	$ -	$ 22,382
6.49% notes payable to a finance company in 48 monthly installments initially of principal and interest of $1,623 through December 2013. During the year ended June 30, 2012, one vehicle was sold and the loan was paid off. Remaining monthly installments of principal and interest of $1,084 were due through December 2013. The notes were collateralized by certain vehicles of the Organization and were paid in full at June 30, 2014.	-	6,381
Total	$ -	$ 28,763

NOTE 3. BOARD DESIGNATED UNRESTRICTED NET ASSETS

The Board of Directors designated $37,721 of unrestricted net assets for the fiscal years ended June 30, 2014 and 2013. The designation was established to provide for pension contributions for the fiscal years ending June 30, 2015 and 2014, respectively.

NOTE 4. LEASE COMMITMENTS

The Organization leases office and temporary boarding facilities under the terms of a noncancelable operating lease agreement which expires on December 31, 2014, with no renewal options available at this time. Future minimum rental payments as of June 30, 2014 are $26,095 for the year ending June 30, 2015.

During the fiscal year ended June 30, 2013, clients serviced through the Multiple Offender Program created a need for additional facilities. The Organization had a verbal noncommittal agreement with the lessor stipulating a weekly payment of $350 for each individual served. Payments for the fiscal years ended June 30, 2013, totaled $43,750. This program ceased during the fiscal year ended June 30, 2013.

Total rent expense was $56,954 and $99,929 for the years ended June 30, 2014 and 2013, respectively.

NOTE 5. CONTINGENCIES

The Organization receives funds from various funding sources. Under the terms of the agreements, the Organization is required to use the funds for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2014 and 2013.

NOTE 6. RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization makes matching contributions up to 3% of gross salaries for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were approximately $22,712 and $27,700 for the years ended June 30, 2014 and 2013, respectively.

NOTE 7. NONCASH TRANSACTIONS/IN-KIND DONATION

The Organization receives a discount for the rental of certain real estate. For the years ended June 30, 2014 and 2013, the total value of this contribution was $6,000 for each year.

NOTE 8. LINE OF CREDIT

The Organization has a revolving line of credit agreement with a bank in the amount of $50,000 for the years ended June 30, 2014 and 2013. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.50% over the bank's stated index. The rate charged was 4.75% during the fiscal years ended June 30, 2014 and 2013. The line of credit is secured by a security interest in all business assets. The Organization is required to annually observe thirty consecutive days without an outstanding balance. At June 30, 2014 and 2013, there was no outstanding balance on the line.

NOTE 9. SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 26, 2014, the date when the consolidated financial statements were available to be issued.

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

Federal Grantor	Federal CFDA Number	Passthrough Number	Federal Expenditures
US DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through State of New Hampshire Dept. of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	49158501	$ 782,188
Totals			$ 782,188

See Notes to Schedule of Expenditures of Federal Awards

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

NOTE A. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Southeastern New Hampshire Alcohol & Drug Abuse Services under programs of the federal government for the year ended June 30, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Southeastern New Hampshire Alcohol & Drug Abuse Services, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southeastern New Hampshire Alcohol & Drug Abuse Services.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations,* wherein certain types of expenditures are not allowable or are limited as to reimbursement.

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 26, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's and Affiliate's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southeastern New Hampshire Alcohol & Drug Abuse Services' and Affiliate's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

September 26, 2014
Dover, New Hampshire

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SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Southeastern New Hampshire Alcohol & Drug Abuse Services
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs for the year ended June 30, 2014. Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southeastern New Hampshire Alcohol & Drug Abuse Services' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southeastern New Hampshire Alcohol & Drug Abuse Services' compliance.

Opinion on Each Major Federal Program

In our opinion, Southeastern New Hampshire Alcohol & Drug Abuse Services complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of Southeastern New Hampshire Alcohol & Drug Abuse Services is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southeastern New Hampshire Alcohol & Drug Abuse Services' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

September 26, 2014
Dover, New Hampshire

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2014

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services

2. No material weaknesses or significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133.*

5. The auditors' report on compliance for the major federal award programs for Southeastern New Hampshire Alcohol & Drug Abuse Services expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.

7. The program tested as major programs include: Department of Health and Human Services; Block Grants for Prevention and Treatment of Substance Abuse, CFDA 93.959.

8. The threshold for distinguishing Type A and B programs was $300,000.

9. Southeastern New Hampshire Alcohol & Drug Abuse Services was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHEASTERN NEW HAMPSHIRE SERVICES
BOARD OF TRUSTEES (Revised 12/11/2014)

Frank Cassidy

Alec McEachern

Jennifer Cullen

Stephen Moltenbrey

Michael J. Dolan, Jr.

Thomas F. Parks, Jr.

Bill Webb

Robert Ullrich

Dr. Lawrence Kane

Barry Watkins

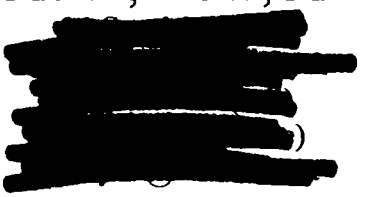
Kevin MacLeod

Officers

Chairperson - Bob Ullrich
Vice Chairperson - Jenny Cullen

Treasurer - Tom Parks, Jr.
Secretary - Barry Watkins

Heidi Moran, MSW, MLADC



Objective

Highly motivated, flexible and diverse forward thinking Social Worker / Addictions Counselor seeking position as Clinical Director/ Administrator.

Education & Licensures

Bachelor of Science, Sociology, State University of New York: New Paltz 12/19/2001
Masters in Social Work, University of New Hampshire 6/22/2009
Master Licensed Alcohol and Drug Counselor, New Hampshire
NH License #0572 first issued March 21, 2005, current
International Certified Alcohol and Drug Counselor, International Certification & Reciprocity
Consortium ICADC #24812 Issued March 26, 2005, current

Summary of Qualifications

- Extensive experience in field of addictions since 1995.
- Maintained documentation and records to comply with all state and federal laws, confidentiality and HIPPA compliance
- Maintained firm ethical boundaries
- Individual and group therapy facilitation
- Supervisory and staffing experience in residential and out patient facilities.
- Innovative thinker, driven to provide high quality services and motivated to achieve goals
- Responsible in establishing local and state collaborations to strengthen and improve services provided to clients
- Worked with several computer programs providing information for state, financial and administrative purposes
- Prepared plan of correction after WA State audit

Professional Experience

Southeastern NH Services, Dover, NH June, 2013 – present

Clinical Administrator

- Responsible for all programming and staff supervision

Nisqually Indian Tribe, Olympia, WA 2011-2013

- Substance Abuse Program Coordinator
- Attended weekly Tribal Court proceedings, worked closely with judge and prosecutor to recommend appropriate treatment for tribal members.
- Oversaw all program operations for the Tribe
- Supervised, trained and hired staff

- Maintained documents for the State of WA, Indian Health Services, Indian Child Welfare and other agencies.
- Referred clients to in-patient treatment, mental health services and other services as needed.
- Designed and implemented new policies and procedures for program.
- Maintained cultural sensitivity and appropriateness within programming schedules

Southeastern New Hampshire Services, Dover, NH 2004-2011

- Residential Supervisor 40 hours per week
- Provided individual and group therapy for substance abusing clients
- Supervised 20 (+or-) full time/per diem staff and oversaw 4 residential programs (detoxification, rehabilitation center, halfway house, transitional living apartments)
- Established Transitional Living Program for clients exiting agency halfway house
- Was responsible for creating and maintaining agency employee schedule
- Provided outreach presentations and participated in public speaking engagements
- Invited to join the NH Family Justice Center planning committee
- Established curriculum to provide substance abuse therapy to inmates in Strafford County House of Corrections and facilitated groups
- Organized holiday clean and sober events, chaperoned clean and sober camping trips for clients and promoted clean and sober fun in recovery.

Bellamy Fields & Watson Fields, Dover, NH 24 hours per week
2006-Present
Clinical Intern (2006-2009) Volunteer (2009-2011)

- Provided clinical support for elderly with dementia and Alzheimer's disease and their families at Bellamy Fields
- Actively engaged with residents at Bellamy Fields and acted as bridge between resident and medical staff
- Worked with administrators in interviewing dietary, kitchen, maintenance, housekeeping, and other support staff
- Attended and participated in resident care plan meetings
- Supported with end of life preparations and worked in collaboration with Hospice workers and resident's family and/or care givers
- Implemented groups and activities for residents
- Participated in planning and building process at Watson Fields, an identical facility to Bellamy Fields with higher level of medical care
- Responsible to ensure all safety regulations were met through working with architects, plumbers and electricians
- Oversaw $20,000 in supplies to prepare for facility opening

Twin Counties Substance Abuse Services, Catskill & Hudson, NY 1995-2004

- Outpatient Counselor 40 hours per week
- Provided individual and group counseling for clients with substance abuse issues

- Responsible for individual case load of over 30 clients
- Developed programming for clients living in agency halfway house, including community service activities and aftercare group.

DANIEL SCOTT BURNFORD, M.ED, MLADC

[redacted]

OBJECTIVE

To be employed as a Master's level clinician (or administrator) in the field of substance abuse. Special interests include: substance abuse counseling, program and policy development, Quality Assurance, contracting, management, DWI education & intervention services, training and teaching.

KEY ACCOMPLISHMENTS

- Participated in the development, structuring, and implementation of our agency DWI IDCMP Program (and former IDIP/Phase II/MOP), and worked collaboratively with Department of Health and Human Service policy makers in the establishment of the rules and regulations which have governed the NH DWI Program Guidelines.
- Participated in Beta testing, and staff support training for the WITS Electronic Record keeping system (which went online state wide on July 1, 2011).
- Developed the Quality Assurance system currently in use at Southeastern NH Services, and created all functional requirements to track outcomes and performance standards.
- Worked collaboratively with Benoit Consulting Services to develop an outcome measurements tracking system for critical agency performance standards currently in use at Southeastern NH Services.
- Developed and Excel based Managed Care data gathering and alert system designed to track Southeastern NH Services clients covered by the New Hampshire Health Protection Program (NHHPP). The purpose of these efforts is to determine when utilization and concurrent reviews are required to be completed for financial reimbursement of agency services. This spreadsheet also captures data relevant to the various types of insurance and funding that clients in our agency are covered under.

KEY LEADERSHIP TRAITS AND TECHICAL SKILLS

Data Analysis	Client Management	Compliance Monitoring
Policy Development	Certified Training Instructor	Quality Control
Process Transformation	Project Management	Systems Development

PROFESSIONAL EXPERIENCE

SOUTHEASTERN NEW HAMPSHIRE SERVICES/IMPAIRED DRIVER CARE MANAGEMENT PROGRAM (IDCMP)
DOVER, NH
October 1999 to Present

IDCMP Program Director-Responsible for all clinical and administrative responsibilities in order to ensure that our program follows all statutory and Department of Health and Human Services-Bureau of Drug and Alcohol Services (BDAS) guidelines.

Essential functions include: staff hiring (aka. Intake & Screening staff, administrative assistant, Care Manager, and IDEP Instructors), providing clinical and administrative supervision to IDCMP staff, monitoring compliance with statutory and administrative requirements, performing Substance Use Disorder Evaluations for all IDCMP clients who meet statutory and rule requirement guidelines for this service, and facilitating "Service Plan" direct contact meetings designed to advise clients of their Service Plan and treatment requirements relevant to the development of their Aftercare plans (for those clients mandated to further counseling).

This position also requires delivering clear and concise communications and resolutions regarding program and policy requirements. These communications often occur with professional counselors, courts, police departments, aggrieved clients, out of state agencies working with our clients, Departments of Safety, and Departments of Health and Human Services.

Alternative Sentencing and Prevention Program Clinical Supervisor- This Southeastern NH Services Program is designed to provide education and intervention services for those individuals experiencing non DWI level drug or alcohol problems. Referrals to this program are typically through the schools, courts, police departments, and offices of probation and parole. The clinical supervisor provides oversight, and coordination of clinical services, and works directly with the ASAP Program coordinator.

Director of Quality Improvement- Responsible for maintaining quality improvement standards and monitoring agency records in accordance with the Department of Health and Human Service standards and the WITS electronic record requirements.

Essential functions include: determination of information/indicators to be monitored, evaluation of agency outcomes, necessary corrective actions when applicable, and the effectiveness of corrective measures employed. The QA Director was also an integral team member in working with our State funders to assist in the training and transitioning of staff from a "paper record" to an "electronic" web based management system (WITS).

Contract Manager-Responsible for the development of all Requests for Proposal's (RFP's) that are paramount in procuring SENHS agency funding. The Contract Manager also coordinates the fiscal aspects of the RFP process with our fiscal agent (Lighthouse Management).

STRAFFORD GUIDANCE CENTER, INC./THE PROSPECTS TREATMENT PROGRAM
ROCHESTER, NEW HAMPSHIRE
January 1998 to October 1999

The Prospects Treatment Program was transferred from a hospital-based setting to a community mental health center in January 1998.

Program Coordinator – Responsible for programmatic and policy development, marketing, clinical supervision, quality assurance indicators, and acting as a liaison within the agency and surrounding communities.

FRISBIE MEMORIAL HOSPITAL/THE PROSPECTS TREATMENT PROGRAM
ROCHESTER, NEW HAMPSHIRE
July 1993 to December 1997

Senior Therapist - Responsible for a caseload of 4-6 adults in a hospital based substance abuse program. Essential functions included: screening clients for admission, communicating admission, continued stay, and discharge criteria rationale to Managed Care (insurance) companies, assessment of client needs, delivery of educational lectures, groups and individual counseling services, as well as discharge and Aftercare planning.

Additional responsibilities included: strong working knowledge of the A.S.A.M (American Society of addiction Medicine) levels of care and dimensional placement criteria, program track development, assisting with staff supervision/intern training, and aiding in the development of policies and procedures to enhance program effectiveness. The senior therapist was also responsible for the development and execution of the Family Education Program.

AMOSKEAG FAMILY COUNSELING CENTER, MANCHESTER, NEW HAMPSHIRE
December 1991 - January 1993 (part time)

Therapist - Provided substance abuse counseling services for this outpatient agency. Services included: performing substance abuse assessments, and providing counseling services for individual, couples, and families.

MERCY HOSPITAL/THE RECOVERY CENTER, PORTLAND, MAINE
October 1991 - July 1993

Therapist – Responsible for a caseload of 6-8 adults in a hospital based substance abuse program. This program was modeled after the "Caron Foundation" in Wernersville, PA.

Essential functions included: providing individual and group counseling sessions, delivery of didactic lectures within our client and family education program settings, Aftercare Planning, and case management services. This position also involved program and assessment tool development to enhance productivity and outcomes. As a therapist at The Recovery Center, I was also required attendance at a one-week intensive orientation and training program at the Caron Foundation in Wernersville, Pennsylvania.

SEABORNE HOSPITAL, DOVER, NEW HAMPSHIRE
July 1987-September 1991

Primary Counselor - Responsible for a clinical caseload of 6-7 adolescents and adults in a hospital based substance abuse program.

Responsibilities included: client assessment, goal driven treatment planning, delivery of didactic lectures, individual, group, and family therapy sessions, along with providing case management, Aftercare, and discharge planning.

Additional responsibilities included: assisting the clinical manager in the development of the cocaine track treatment program, and the implementation of didactic lectures on cocaine pharmacology.

Outpatient Coordinator

Temporarily assigned to this new administrative position at Seaborne Hospital from February-May 1990 for the purpose of developing, organizing and coordinating an outpatient substance abuse program.

Responsibilities included: development of department protocols, policies and procedures, quality assurance and utilization review standards, and daily management of clinical and administrative requirements. This position also included providing evaluation and counseling services to DWI offenders through our Seaborne Hospital Outpatient Department.

Family Program Consultant

Hired part time (after resigning my full time position) for the purpose of developing and executing an Adolescent Family Program for Seaborne Hospital from April 1992 - December 1993.

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE, DURHAM, NEW HAMPSHIRE
M.ED. COUNSELING 1984

SAN DIEGO STATE UNIVERSITY, SAN DIEGO, CALIFORNIA
COLLEGE OF LIBERAL ARTS AND SCIENCES
B.A. 1982
Major: Psychology Minor: Spanish
Overall GPA: 3.4/4.0 In Major: 3.5/4.0

Relevant Classes: Psychology of Drugs and Alcohol, Psychology of Stress and Adaptation, Group Counseling, Counseling Theory and Practice, Abnormal Psychology, Experimental Psychology: Personality and Clinical, Dynamics of Leadership.

Additional Information: Proficient with Microsoft Office and Office for Mac Programs (e.g. Word, Excel, Outlook, Keynote, and PowerPoint), and Apple Computer technologies.

Academic Honors: Dean's List, Alpha Mu Gamma, Residence Hall Association-Honorary (while serving as a Resident Assistant and Summer Hall Director at San Diego State University), Graduate Tuition Scholarships from the University of New Hampshire.

Technologies: Apple Computer Products, Microsoft Office Suite for PC and Apple Based Platforms (Word, Excel, Outlook, Keynote, and PowerPoint).

LICENSURE AND CERTIFICATION

- NH Master Licensed Alcohol and Drug Abuse Counselor (MLADC #0191)
- Certified NH Impaired Driver Education Program (IDEP) Instructor
- Certified PRIME For Life DWI Risk Reduction Instructor

REFERENCES AND LETTERS OF SUPPORT

AVAILABLE UPON REQUEST

[redacted]

Courtney A. Atherton, MA LCMHC, MLADC

Career Objective To obtain mental health and/or substance addictions counseling position within an agency or cooperative practice.

Experience

September 2013 to Present
Clinical IT Coordinator Southeastern NH Services Dover, NH
Responsible for reviewing all electronic clinical records for all agency program services (inpatient, outpatient, intensive outpatient, and impaired driver intervention programs). Duties include clinical oversight of all clinical records to ensure conformance and compliance with state and federal regulations; increase proficiency with staff administration of electronic clinical records, including staff supervision and training. Collaborate with agency's Clinical Director in monitoring and reviewing all clinical documentation, as well as other supervisory duties, such as hiring, scheduling, and training for new/existing clinical and support staff.

July 2013 to Present
MH/LADC Counselor Great Bay Mental Health Associates, Somersworth, NH
Responsible for providing mental health and/or substance abuse counseling for clients requesting services. Conduct individual counseling sessions; mental health and/or substance abuse/use assessments that meet agency and NH mental health and LADC assessment requirements; and provide support, education and advocacy for the mental and emotional well-being of clients. Professionally maintain records as required, and network collegially with professional associates.

March 2011 to September 2013 Southeastern NH Services Dover, NH
Residential Supervisor
Responsible for all clinical/administrative aspects of three residential programs (detoxification, long-term addictions treatment, and long-term halfway house). Duties include supervision, scheduling, and general clinical oversight to ensure inpatient programs operate effectively and efficiently. Developed proficiency at utilizing and supervising staff administration of electronic records for the three programs. Collaborate with agency's Clinical Director in administering and reviewing clinical treatment programming.

February 2006 to March 2011 Southeastern NH Services Dover, NH
Intensive Outpatient Drug Counselor
Conduct individual and group counseling sessions for Strafford County Drug Court participants, including drug and alcohol therapy and cognitive therapy interventions.

Conduct one and a half hour didactic lectures focusing on substance addiction and behavior modification. Responsibilities include creating, organizing, and presenting lecture materials to clients daily.

Provide alcohol and drug assessments to the Strafford County Drug Court, identifying client behavio substance use history, and recommendations for treatment that meet LADC assessment requirements. Professionally maintain client records as required.

February 2005 to February 2006 Familystrength Londonderry, NH

February 2003 to May 2004 Familystrength Dover, NH

Family Counselor

Conduct intensive, in-home family counseling for minors and their families identified by the Divisio of Children, Youth and Families (DCYF), and the Department of Juvenile Probation and Parole Services (JPPS) for "at risk" children, focusing on brief cognitive therapy interventions for three to si months, as referred.

Conduct, write and submit needs assessments for referred families, identifying family dynamics, at-ri behaviors, and recommendations for necessary supports and services.

Provide advocacy for identified juvenile clients and their families at court sessions, school meetings, service provider meetings, and other legal proceedings, as needed. Professionally maintain client records as required.

January 2001 to February 2003 Tri-City Mental Health. Lawrence, MA

Homeless Outreach Counselor

Provide street-outreach counseling services for homeless adults in Lawrence, Haverhill, and Lowell, Massachusetts.

Coordinate counseling services, critical needs referrals, and emergency interventions between homel individuals and community providers, such as food kitchens; hospital services; homeless shelters; alcohol and drug detoxification centers; and drop-in centers. Also provide client support and guidanc regarding Social Security benefits, health insurance and community resources.

Compile statistics and data regarding general client demographics, used by agency and the communit for submitting service data and grant requests to state and federal agencies, such as HUD. Professionally maintain client records as required.

June 2004 to December 2007 *All Creature's Exchange* Northwood, NH

Contributing Writer/Managing Editor

Write and edit feature length submissions for monthly pet informational newspaper. Approximately 20,000 newspapers were distributed in pet stores, veterinary offices, supermarkets, and feed and supp stores throughout New Hampshire, Maine, Vermont, and northern Massachusetts.

Responsible for writing or reviewing submitted feature articles, press releases, informational reports, book reviews and contest submissions, including editing for content and grammar.

Coordinated with the publisher on final copy and layout.

May 1989 to October 1997 Exeter & Hampton Electric Company Exeter, NH

Customer Services Representative

Provided company communication and information with customers for a major electrical utility company. Responded to telephone and written inquiries regarding customer billing, rates informatio service installation/terminations, electrical installation specifications, and service location informatio Worked with department members and supervisor to develop efficient team dynamics. Worked after hours shift requiring supervisory discretion regarding decisions involving customer accounts.

Education and Licensure

January 13, 2013 Master Licensed Alcohol & Drug Counselor (NH)

December 20, 2010 Licensed Clinical Mental Health Counselor (NH)

1998 to 2001 Antioch New England Graduate School Keene, NH

M. A.: Master's Degree in Counseling Psychology

1985 to 1988 University of New Hampshire Durham, NH
B. A.: Bachelor's Degree in English Literature

1983 to 1985 University of New Hampshire-Thompson School Durham, NH
A. S.: Associate's Degree in Business Management

Internships

September 1999 to June 2000 Strafford Guidance Center. Dover, NH

Emergency Services Intern

Conducted crisis evaluations for clients presenting with suicidal, homicidal, and self-harming behavi at intervention locations in Strafford County, NH, including hospitals, group homes, nursing home facilities and the Strafford County Jail. Consulted with and advised follow up treatments and interventions with collateral agencies for inpatient, intensive outpatient, or outpatient treatment. Worked with departmental team to provide client care. Professionally maintain client records as required.

September 1998 to May 1999 NH State Women's Prison Goffstown, NH

Inmate Counselor Intern

Provided individual counseling for women inmates at the NH state prison. Participated with weekly group educational discussions with the site's counseling supervisor and received weekly individual supervision. Conducted exit interviews with discharged inmates and coordinated with the prison's counselor to provide referrals for follow up care. Professionally maintain client records as required.

References

Available upon request.

Marco Alexander Andrew Thompson, LICSW, MLADC
[redacted]

Objective ***To Obtain a Challenging Position Enabling Me to Sharpen My Analytical Skill Set and Enhance My Clinical Therapeutic Practice***

Education

Licensed Independent Clinical Social Worker (LICSW)

- LICSW certified with unrestricted licensure for direct, clinical practice within the State of New Hampshire
- License number: 1662

Masters Licensed Alcohol and Drug Counselor (MLADC)

- MLADC certified with unrestricted licensure for direct, clinical practice and supervision
- License number: 0936

Graduate, **University of New Hampshire Graduate School** 2010: Durham, New Hampshire

- Masters in Social Work with a concentration in Direct Practice and Counseling
- Additional Coursework in Addiction, Person-Centered Planning, and Technology

Graduate, **University of New Hampshire** 2008: Durham, New Hampshire

- B.A., Justice Studies and Sociology

Graduate, **Brookline High School** 2004: Brookline, MA

Work Experience

Southeastern New Hampshire Services: Intensive Out-Patient Clinical Program Director **Dover, NH**

January 2013 – Currently Employed

- Responsible for the direct management of the daily activities of the Drug Court Treatment Program and the direct care of the clients assigned to the program.
- Acts as the Treatment Coordinator and primary liaison for the Strafford County Drug Treatment Court Program, with regard to the clinical treatment of Drug Court participants.
- Responsible for maintaining an environment of safety, compassion, dignity and respect.
- Facilitates of individual and group counseling to the clients in the Drug Court Treatment Program.
- Maintains a caseload of clients and completion of all paperwork including client charting, intake summaries, record keeping, general correspondence, discharge summaries and chart completion.
- Participates and facilitates weekly staff meetings and daily team meetings as requested by the Clinical Director.
- Provides input specific to client needs, progress, and motivation.
- Communicates all information pertinent to client safety and progress to appropriate staff and management.
- Reviews and sign off on time sheets and give to Clinical Director.
- Assists with hiring and training of new employees and interns.

Southeastern New Hampshire Services: Intensive Out-Patient Counselor **Dover, NH**

June 2010 – January 2013

- Providing Intensive Out-Patient Counseling and Mental Health Therapy for Strafford County Drug Treatment Court
- Conducting individual and group counseling sessions while maintaining a caseload of clients
- Creating and delivering psycho-educational lectures on a variety of topics related to recovery from substance abuse
- Completing all patient paperwork, including intake summaries, substance abuse evaluations, individual and curriculum Based Treatment Planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participating in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers
- Created new program evaluation and assessment tools, developing new, more efficient standard operating procedures, electronic monitoring and record keeping

- Responsible for the scheduling of the entire intensive Out-Patient Program including weekly curriculums, presentations and client's therapeutic schedule

Work Experience (Cont'd)

Graduate Assistant — **University of New Hampshire** Durham, NH
August 2008 – May 2010 — **The Graduate School**

- Graduate assistant for the Office of the Dean of the University of New Hampshire Graduate School in Thompson Hall
- Undergraduate recruitment and retention officer for underrepresented UNH students
- Liaison between the UNH Graduate School, McNair Scholars Program, and Multi-Cultural Student Organizations such as the Black Student Union, Diversity Support Coalition, and the Office of Multi-Cultural Student Affairs
- Event and banquet organizer for minority undergraduate students and major Graduate School programs including the Graduate Research Conference (GRC)
- Active Participant in the President's Commission on the Status of People of Color
- Lead accountant for Graduate School student programming

Research and Teacher's Assistant — **University of New Hampshire** Durham, NH
August 2009 - May 2010 — **Graduate School Department of Social Work**

- Research and teacher's assistant for both Jerry Marx and Anne Broussard – Social Work Department Chairs
- Assisted professors in the research and drafting of peer reviewed articles, texts and publications and covered and
- Covered and substitute taught undergraduate social work classes

Community Assistant — **University of New Hampshire** Durham, NH
September 2007 – May 2008 — **Department of Residential Life**

- Maintained a safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, The Gables Apartment Complex, Approximately, 100 Students
- Established trusted and effective two way communication with all residents and staff
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee, a responsible citizen, and compassionate, available friend

Resident Adviser — **University of New Hampshire** Durham, NH
August 2006 – May 2007 — **Department of Residential Life**

- Maintained and safe and comfortable living environment for residents through consistent assessment and appropriate intervention when needed, Lord Hall Ground Floor, Approximately 16 Students
- Created and implemented creative activities designed to support total student growth including academic success, appreciating differences and the value of good citizenship
- Offered myself as a role model by ensuring my scholastic achievement, being a dependable employee a responsible citizen and compassionate, available friend

Advanced Clinical Internship

Southeastern New Hampshire Services — **Dover, NH**
Second Year of Graduate School, 2009-2010

- Conducted individual and group counseling sessions while maintaining a caseload of clients
- Developed and delivered psycho-educational lectures on a variety of topics related to recovery from addiction
- Completed all related paperwork, including intake summaries, substance abuse evaluations, individual and curriculum based treatment planning, progress notes, general recordkeeping, correspondence, and discharge summaries
- Participated in clinical supervision, weekly staff meetings, daily group processing and planning sessions, and regular meetings with Drug Court Case Managers, Superior Court Justices, County Attorneys and Probation and Parole Officers

Publications

Publications and Peer Reviewed Articles

- Published in the University of New Hampshire's collection of freshman memoirs & essays: Showtime, *Transitions*, 2004
- Published in the University of New Hampshire online research journal: Cultural Clash and Mismatch Among Minority Students. *Sociological Perspectives*, 2005
- Published in AFFILIA: Journal of Women and Social Work, Stressors and Coping Strategies Used by Single Mothers Living in Poverty, *May 2012*

Awards

Voted Most Influential Staff Member and Counselor for the Strafford County Drug Treatment Court Program by Program Participants: September 2011; October 2012; May 2013; July 2014

Southeastern NH Services FY16

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heidi Moran	Clinical Director	67,974	75%	51,000
Courtney Atherton	Clinical Coordinator	45,490	75%	34,000
Dan Burnford	IDIP Director	51,500	75%	39,000
Marco Thompson	Drug Court Manager	52,520	75%	39,000

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #105) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $4,654,426.00.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 5-27-15

8. Add Exhibit B-7

9. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

10. Add Exhibit C-1, Revisions To General Provisions.

11. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

12. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

13. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

14. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

15. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

16. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: _____
Date: 5-27-15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

South Eastern New Hampshire Alcohol and Drug Abuse Services

5-27-15
Date

NAME Heidi Moran
TITLE Clinical Administrator

Acknowledgement:
State of NEW HAMPSHIRE, County of STRAFFORD on MAY 27, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

HEIDI J. YOUNG, Notary Public
My Commission Expires March 12, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/9/15
Date

Name: MaryBeth Misiuk
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. *Population Served*

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. *Required Treatment Services*

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) –*** A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: [signature]
Date: 5-27-15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1) – Pregnant Women - **Low**-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***Transitional Living (ASAM Level 3.1) -*** Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Transitional Living (ASAM Level 3.1) – Pregnant Women -*** Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.

Contractor Initials: [signature]
Date: 5-27-15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -*** High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
X	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

Contractor Initials: [signature]
Date: 5-27-15

C. ***Required Provisions for Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:

Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level

1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and

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c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.

2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care
3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be

made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and

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counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening,

testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall,

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upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.

5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of

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Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the

work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact

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with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

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Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

Contractor Initials: [illegible]
Date: 5.22.15

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Contractor Initials:
Date: 5-27-15

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $664,918.00 as follows:

- 57% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 18% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 25% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential– Adult, including pregnant and parenting women	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential Treatment – Adolescent	$128.00/day	$896 (7 days) /week
X	Transitional Living – Adult	$100.00/day	$700 (7 days) /week
X	Transitional Living – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
X	Enhanced Services	Cost Reimbursement	Up to the Budget Amount in Exhibit B-7

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

Contractor Initials: [signature]
Date 5/27/15

v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.

- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Exhibit B-7

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Southeastern New Hampshire Alcohol & Drug Abuse Services

Budget Request for: Substance Use Disorder Treatment Enhanced Services - Transportation
Name of Program

Budget Period: July 1, 2015 through December 31, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 7,438	$ -	$ 7,438	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 571	$ -	$ 571	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel; fuel cost	$ 1,203	$ -	$ 1,203	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance & Registration	$ 1,156	$ -	$ 1,156	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	$ 10,368	$ -	$ 10,368	

Indirect As A Percent of Direct 0.0%

Contractors Initials:
Date: 5-27-15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $1,000,000.

Contractor Initials: [signature]
Date: 5-27-15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials TM
Date 5/27/15

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5-27-15
Date

Name: HEIDI MORAN, LADC, MSW
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5-27-15
Date

Name: Heidi Moran
Title: Clinical Administrator

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials

Date 5/27/15

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-27-15
Date

Name: Heidi Moran
Title: Clinical Administrator

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-27-15
Date

Name: Heidi Morden
Title: Clinical Administrator

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

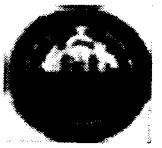
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5-27-15
Date

Name: Heidi Moran
Title: Clinical Administrator



HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health + Human Services	SOUTHEASTERN NH Services
The State	Name of the Contractor
Kathleen Dunn	
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	HEIDI MORAN
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Clinical Administrator
Title of Authorized Representative	Title of Authorized Representative
6/2/15	5-27-15
Date	Date

CERTIFICATE OF VOTE

I, Jennifer Cullen do hereby certify that:

1. I am a duly elected Officer of Southeastern NH Services.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 27,2015:

RESOLVED: That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 27th day of May, 2015.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

Jennifer Cullen

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 27th day of May, 2015,

By Jennifer Cullen.

Heidi Young, Notary Public

Commission Expires: March 12, 2019

HEIDI J. YOUNG, Notary Public
My Commission Expires March 12, 2019

Southeastern NH Services FY16

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heidi Moran	Clinical Director	67,974	75%	51,000
Courtney Atherton	Clinical Coordinator	45,490	75%	34,000
Dan Burnford	IDIP Director	51,500	75%	39,000
Marco Thompson	Drug Court Manager	52,520	75%	39,000

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and South Eastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 105) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $3,989,508
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2
6) Add Exhibit B-6 Amendment #2

Contractor Initials: [signature]
Date: 5-21-14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

South Eastern New Hampshire Alcohol and Drug Abuse Services

5-21-14
Date

NAME HEIDI MORAN
TITLE Clinical Administrator

Acknowledgement:
State of NEW HAMPSHIRE County of STRAFFORD on MAY 21ST 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

ADMINISTRATOR'S ASSISTANT
Name and Title of Notary or Justice of the Peace

HEIDI J. YOUNG, Notary Public
My Commission Expires March 12, 2019

Contractor Initials:
Date: 5-21-14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials:
Date: 5-21-14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: [illegible]
Date: 5-21-14

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
X	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. ***Required Services***

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B and Exhibit B-6.

Effective July 1, 2014 through June 30, 2015, funds in the amount of $262, 348 are reserved for Outpatient, Intensive Outpatient, and Recovery support services for Pregnant & Parenting Women and Low-Intensity Residential and Medium Intensity Residential – Adolescent/High-Intensity Residential – Adult Pregnant Women.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $1,329,836 as follows:

- 57 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 18 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 25 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual &
X	Outpatient – Group	$5.00/unit	

Contractor Initials: _____
Date: 5-21-14

			group/week
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
X	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

   A. Access to Services:

Contractor Initials: [signature]
Date: 5-7-14

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

Exhibit B-6 Amendment #2

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Southeastern New Hampshire Alcohol & Drug Abuse Services

Budget Request for: Substance Use Disorder Treatment Enhanced Services - Transportation
(Name of RFP)

Budget Period: July 1, 2014 - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ 14,876	$ -	$ 14,876	
2. Employee Benefits	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	
Repair and Maintenance	$ 1,142	$ -	$ 1,142	
Purchase/Depreciation	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	
Office	$ -	$ -	$ -	
6. Travel; fuel cost	$ 2,407	$ -	$ 2,407	
7. Occupancy	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	
Insurance & Registration	$ 2,311	$ -	$ 2,311	
Board Expenses	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
	$ -	$ -	$ -	
TOTAL	**$ 20,737**	**$ -**	**$ 20,737**	

Indirect As A Percent of Direct 0.0%

Contractors Initials:
Date: 5-21-14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Thomas Parks do hereby certify that:

1. I am a duly elected Officer of Southeastern New Hampshire Alcohol and Drug Abuse Services.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 21, 2014;

RESOLVED: That the Clinical Administrator is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2014.

4. Heidi Moran is the duly elected Clinical Administrator of the Agency.

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 21st day of May, 2014, by Thomas Parks.

Heidi J. Young, Notary Public

HEIDI J. YOUNG, Notary Public
My Commission Expires March 12, 2019

Commission Expires: March 12, 2019

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol and Drug Abuse Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 2,659,672.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $1,329,836.00"

4) **Add** Exhibit B-1, B-2, B-3, B-4 and B-5

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy by for NR
Nancy L. Rollins
Associate Commissioner

Southeastern New Hampshire Alcohol and Drug Abuse Services

5/7/13
Date

Name: Raymond McGarty
Title: Executive Director

Acknowledgement:
State of New Hampshire, County of Strafford on May 7 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Virginia M Pollard
Name and Title of Notary or Justice of the Peace

VIRGINIA M. POLLARD, Notary Public
My Commission Expires May 9, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

17 May 2013
Date

Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: OP
(Name of RFP)

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 96,421.00	$ -	$ 96,421.00	$ -	$ -	$ -	$ 96,421.00	$ -	$ 96,421.00
2. Employee Benefits	$ 32,311.00	$ -	$ 32,311.00	$ -	$ -	$ -	$ 32,311.00	$ -	$ 32,311.00
3. Consultants	$ 2,787.00	$ 278.70	$ 3,065.70	$ -	$ -	$ -	$ 2,787.00	$ 278.70	$ 3,065.70
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 797.00	$ 79.70	$ 876.70	$ -	$ -	$ -	$ 797.00	$ 79.70	$ 876.70
Repair and Maintenance	$ -	$ 187.72	$ 187.72	$ -	$ -	$ -	$ -	$ 187.72	$ 187.72
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ 2,507.00	$ 250.70	$ 2,757.70	$ -	$ -	$ -	$ 2,507.00	$ 250.70	$ 2,757.70
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1,077.00	$ -	$ 1,077.00	$ -	$ -	$ -	$ 1,077.00	$ -	$ 1,077.00
Office	$ 2,938.00	$ 293.80	$ 3,231.80	$ -	$ -	$ -	$ 2,938.00	$ 293.80	$ 3,231.80
6. Travel	$ 320.00	$ 32.00	$ 352.00	$ -	$ -	$ -	$ 320.00	$ 32.00	$ 352.00
7. Occupancy	$ 3,588.00	$ 358.80	$ 3,946.80	$ -	$ -	$ -	$ 3,588.00	$ 358.80	$ 3,946.80
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,235.00	$ 123.50	$ 1,358.50	$ -	$ -	$ -	$ 1,235.00	$ 123.50	$ 1,358.50
Postage	$ 133.00	$	$ 133.00	$ -	$ -	$ -	$ 133.00	$ -	$ 133.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,199.00	$ 976.20	$ 2,175.20	$ -	$ -	$ -	$ 1,199.00	$ 976.20	$ 2,175.20
Insurance	$ 2,177.00	$ 344.88	$ 2,521.88	$ -	$ -	$ -	$ 2,177.00	$ 344.88	$ 2,521.88
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 75.00	$ 7.50	$ 82.50	$ -	$ -	$ -	$ 75.00	$ 7.50	$ 82.50
11. Staff Education and Training	$ 115.00	$ 11.50	$ 126.50	$ -	$ -	$ -	$ 115.00	$ 11.50	$ 126.50
12. Subcontracts/Agreements	$ 7,000.00	$ 700.00	$ 7,700.00	$ -	$ -	$ -	$ 7,000.00	$ 700.00	$ 7,700.00
13. Other (specify up to three additional line items)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 154,680.00	$ 3,645.00	$ 158,325.00	$ -	$ -	$ -	$ 154,680.00	$ 3,645.00	$ 158,325.00
Indirect As A Percent of Direct		2.4%							

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: Substance Abuse Treatment Services
Womens IOP

Budget Period: State Fiscal Year 2014

	Total Program Cost			Funded by DHHS contract share		
Line Item	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**
1. Total Salary/Wages	$ 150,769.00	$ -	$ 150,769.00	$ 150,769.00	$ -	$ 150,769.00
2. Employee Benefits	$ 50,522.00	$ -	$ 50,522.00	$ 50,522.00	$ -	$ 50,522.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000.00	$ 100.00	$ 1,100.00	$ 1,000.00	$ 100.00	$ 1,100.00
Repair and Maintenance	$ 1,200.00	$ 120.00	$ 1,320.00	$ 1,200.00	$ 120.00	$ 1,320.00
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 3,886.00	$ 1,705.70	$ 5,591.70	$ 3,886.00	$ 1,705.70	$ 5,591.70
6. Travel	$ 9,000.00	$ 1,405.30	$ 10,405.30	$ 9,000.00	$ 1,405.30	$ 10,405.30
7. Occupancy	$ 8,500.00	$ 850.00	$ 9,350.00	$ 8,500.00	$ 850.00	$ 9,350.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,200.00	$ 120.00	$ 1,320.00	$ 1,200.00	$ 120.00	$ 1,320.00
Postage	$ 500.00	$ 50.00	$ 550.00	$ 500.00	$ 50.00	$ 550.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,200.00	$ 120.00	$ 1,320.00	$ 1,200.00	$ 120.00	$ 1,320.00
Insurance	$ 3,000.00	$ 300.00	$ 3,300.00	$ 3,000.00	$ 300.00	$ 3,300.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 500.00	$ 50.00	$ 550.00	$ 500.00	$ 50.00	$ 550.00
12. Subcontracts/Agreements	$ 26,250.00	$ -	$ 26,250.00	$ 26,250.00	$ -	$ 26,250.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 257,527.00**	**$ 4,821.00**	**$ 262,348.00**	**$ 257,527.00**	**$ 4,821.00**	**$ 262,348.00**
Indirect As A Percent of Direct		1.9%				

Exhibit B-3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: Drug Court IOP
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 113,503.00	$ -	$ 113,503.00	$ -	$ -	$ -	$ 113,503.00	$ -	$ 113,503.00
2. Employee Benefits	$ 38,080.00	$ -	$ 38,080.00	$ -	$ -	$ -	$ 38,080.00	$ -	$ 38,080.00
3. Consultants	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,000.00	$ 861.60	$ 1,861.60	$ -	$ -	$ -	$ 1,000.00	$ 861.60	$ 1,861.60
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 5,357.00	$ 2,323.63	$ 7,680.63	$ -	$ -	$ -	$ 5,357.00	$ 2,323.63	$ 7,680.63
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 661.00	$ 66.10	$ 727.10	$ -	$ -	$ -	$ 661.00	$ 66.10	$ 727.10
Office	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 8,381.00	$ 784.67	$ 9,165.67	$ -	$ -	$ -	$ 8,381.00	$ 784.67	$ 9,165.67
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 756.00	$ 75.60	$ 831.60	$ -	$ -	$ -	$ 756.00	$ 75.60	$ 831.60
Postage	$ 206.00	$ 20.60	$ 226.60	$ -	$ -	$ -	$ 206.00	$ 20.60	$ 226.60
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 1,048.00	$ 104.80	$ 1,152.80	$ -	$ -	$ -	$ 1,048.00	$ 104.80	$ 1,152.80
Insurance	$ 1,355.00	$ 135.50	$ 1,490.50	$ -	$ -	$ -	$ 1,355.00	$ 135.50	$ 1,490.50
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 115.00	$ 11.50	$ 126.50	$ -	$ -	$ -	$ 115.00	$ 11.50	$ 126.50
11. Staff Education and Training	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (please detail in narrative)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 173,062.00	$ 4,544.00	$ 177,606.00	$ -	$ -	$ -	$ 173,062.00	$ 4,544.00	$ 177,606.00
Indirect As A Percent of Direct		2.6%							

Exhibit B-4

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: CMHIRT

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 165,536.00	$ -	$ 165,536.00	$ -	$ -	$ -	$ 165,536.00	$ -	$ 165,536.00
2. Employee Benefits	$ 55,472.00	$ -	$ 55,472.00	$ -	$ -	$ -	$ 55,472.00	$ -	$ 55,472.00
3. Consultants	$ 20,117.00	$ 2,290.99	$ 22,407.99	$ -	$ -	$ -	$ 20,117.00	$ 2,290.99	$ 22,407.99
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 12,490.00	$ -	$ 12,490.00	$ -	$ -	$ -	$ 12,490.00	$ -	$ 12,490.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 4,396.00	$ 1,001.91	$ 5,397.91	$ -	$ -	$ -	$ 4,396.00	$ 1,001.91	$ 5,397.91
Office	$ 5,302.00	$ 54.00	$ 5,356.00	$ -	$ -	$ -	$ 5,302.00	$ 54.00	$ 5,356.00
6. Travel	$ 1,416.00	$ 54.00	$ 1,470.00	$ -	$ -	$ -	$ 1,416.00	$ 54.00	$ 1,470.00
7. Occupancy	$ 25,204.00	$ 504.08	$ 25,708.08	$ -	$ -	$ -	$ 25,204.00	$ 504.08	$ 25,708.08
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 3,602.00	$ 72.04	$ 3,674.04	$ -	$ -	$ -	$ 3,602.00	$ 72.04	$ 3,674.04
Postage	$ 1,173.00	$ 23.46	$ 1,196.46	$ -	$ -	$ -	$ 1,173.00	$ 23.46	$ 1,196.46
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 3,554.00	$ 71.08	$ 3,625.08	$ -	$ -	$ -	$ 3,554.00	$ 71.08	$ 3,625.08
Insurance	$ 5,822.00	$ 116.44	$ 5,938.44	$ -	$ -	$ -	$ 5,822.00	$ 116.44	$ 5,938.44
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,298.00	$ -	$ 1,298.00	$ -	$ -	$ -	$ 1,298.00	$ -	$ 1,298.00
11. Staff Education and Training	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details in narrative)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 307,882.00	$ 4,188.00	$ 312,070.00	$ -	$ -	$ -	$ 307,882.00	$ 4,188.00	$ 312,070.00
Indirect As A Percent of Direct		1.4%							

Exhibit B-5

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southeastern NH Services

Budget Request for: CMLIRT

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 306,573.00	$ -	$ 306,573.00	$ -	$ -	$ -	$ 306,573.00	$ -	$ 306,573.00
2. Employee Benefits	$ 102,732.00	$ -	$ 102,732.00	$ -	$ -	$ -	$ 102,732.00	$ -	$ 102,732.00
3. Consultants	$ 875.00	$ 875.00	$ 1,750.00	$ -	$ -	$ -	$ 875.00	$ 875.00	$ 1,750.00
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 956.00	$ 956.00	$ 1,912.00	$ -	$ -	$ -	$ 956.00	$ 956.00	$ 1,912.00
Repair and Maintenance	$ -	$ 85.00	$ 85.00	$ -	$ -	$ -	$ -	$ 85.00	$ 85.00
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,076.00	$ 1,076.00	$ 2,152.00	$ -	$ -	$ -	$ 1,076.00	$ 1,076.00	$ 2,152.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 53.00	$ -	$ 53.00	$ -	$ -	$ -	$ 53.00	$ -	$ 53.00
Office	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
6. Travel	$ 1,129.00	$ 945.50	$ 2,074.50	$ -	$ -	$ -	$ 1,129.00	$ 945.50	$ 2,074.50
7. Occupancy	$ 970.00	$ 97.00	$ 1,067.00	$ -	$ -	$ -	$ 970.00	$ 97.00	$ 1,067.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ 85.00	$ 85.00	$ -	$ -	$ -	$ -	$ 85.00	$ 85.00
Postage	$ 85.00	$ 85.00	$ 170.00	$ -	$ -	$ -	$ 85.00	$ 85.00	$ 170.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 260.00	$ 260.00	$ 520.00	$ -	$ -	$ -	$ 260.00	$ 260.00	$ 520.00
Insurance	$ 72.00	$ 7.20	$ 79.20	$ -	$ -	$ -	$ 72.00	$ 7.20	$ 79.20
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ 85.00	$ 85.00	$ -	$ -	$ -	$ -	$ 85.00	$ 85.00
11. Staff Education and Training	$ 113.00	$ 11.30	$ 124.30	$ -	$ -	$ -	$ 113.00	$ 11.30	$ 124.30
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify up to five)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 414,994.00	$ 4,578.00	$ 419,572.00	$ -	$ -	$ -	$ 414,994.00	$ 4,578.00	$ 419,572.00
Indirect As A Percent of Direct		1.1%							

CERTIFICATE OF VOTE

I, Thomas Parks, of Southeastern New Hampshire Alcohol and Drug Abuse Services, do hereby certify that:

1. I am the duly elected Treasurer of Southeastern New Hampshire Alcohol and Drug Abuse Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on May 17, 2013;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate.

   Ray McGarty is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 17, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the corporation this 17th day of May, 2013.

Treasurer of the Board

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 17th day of May, 2013 by Thomas Parks, Treasurer of the Board of Directors.

Virginia Pollard, Notary Public
My Commission Expires: May 9, 2017

VIRGINIA M. POLLARD, Notary Public
My Commission Expires May 9, 2017

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY
DATE 6/20/12
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ITEM # 105

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001), 272 County Farm Road, Dover, NH 03820, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,329,836.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$753,339.00
			Subtotal	$753,339.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$239,491.00
			Subtotal	$239,491.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$337,006.00
			Subtotal	$337,006.00
			Total	$1,329,836.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Dover area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Southeastern New Hampshire Alcohol and Drug Abuse Services was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,329,836.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Dover area.

Source of Funds: 56.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 40.82% General Funds and 2.53% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

Program Name		CFS	Con. Hosp.	Fam. 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,286	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,473	$1,950,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,853	$513,951	$1,329,836	$87,567	$747,691	$930,030
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Blulum	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southeastern New Hampshire Alcohol and Drug Abuse Services		**1.4 Contractor Address** 272 County Farm Road, Dover, NH 03820	
1.5 Contractor Phone Number 603-516-8160	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $1,329,836.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** RAYMOND McGARTY EXECUTIVE DIRECTOR	

1.13 Acknowledgement: State of NH, County of STRAFFORD

On May 22, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Virginia M Pollard

[Seal]

VIRGINIA M. POLLARD, Notary Public
My Commission Expires May 9, 2017

1.13.2 Name and Title of Notary or Justice of the Peace

VIRGINIA M. POLLARD
OFFICE MANAGER

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 6 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY
6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: RM
Date: 5/22/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: BM
Date: 5/22/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Southeastern NH Alcohol and Drug Abuse Services

ADDRESS: 272 County Farm Road, Dover, NH 03820

EXECUTIVE DIRECTOR: Ray McGarty
TELEPHONE: 603-516-8160

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of Beds	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient	N/A	2.11	Dover	66	$158,325.00
IOP – Drug Court	N/A	2.37	Dover	47	$177,606.00
IOP – AVIS GOODWIN (Womens Program)	N/A	3.49	Dover	56	$262,348.00
Residential – Treatment Adult	7.12	N/A	Dover	93	$312,070.00
Transitional Living Program – Adult	12.77	N/A	Dover	52	$419,487.00
Group – Recovery Support Services *	N/A	N/A	N/A	157	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.

4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate

replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:

The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and

whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.

4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:

The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement"

(made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not

covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that

certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm .

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this

		standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services

Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F:42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301

Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.

3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Southeastern NH Alcohol and Drug Abuse Services

ADDRESS: 272 County Farm Road, Dover, NH 03820

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Ray McGarty
TELEPHONE: 603-516-8160

Vendor #155292-B001	Job #95841387	Appropriation #05-095-095-958410-1387-102-500734
	Job #95848501	Appropriation #05-095-095-958410-1388-102-500734
	Job #95846501	Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 337,006.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 239,491.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 753,339.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $1,329,836.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)
ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

    10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

    10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: Dover, New Hampshire

Check ☐ if there are workplaces on file that are not identified here.

Southeastern NH Alcohol and Drug Abuse Services
(Contractor Name)
From: July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013
(Period Covered by this Certification

Raymond McGonigle Executive Director
(Name and Title of Authorized Contractor Representative)

Contractor Representative Signature — Date: 5/22/2012

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Signature	Contractor's Representative Title
Southeastern NH Alcohol and Drug Abuse Services	
Contractor Name	Date

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Signature — Contractor's Representative Title: Executive Director

Southeastern NH Alcohol and Drug Abuse Services
Contractor Name — Date

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	Raymond McGrath (Executive Director)
Contractor Signature	**Contractor's Representative Title**
Southeastern NH Alcohol and Drug Abuse Services	5/22/2012
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	Executive Director Contractor's Representative Title
Southeastern NH Alcohol & Drug Abuse Services Southeastern NH Alcohol and Drug Abuse Services	5/22/2012 Date

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STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Southeastern NH Alcohol and Drug Abuse Services
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Raquel McGrath
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/10	5/22/2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)

[redacted] Raymond McGarty Beaulieu Director
(Authorized Contractor Representative Name & Title)

Southeastern NH Alcohol and Drug Abuse Services
(Contractor Name)

5/22/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 963911560

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO X YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO X YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

Name: Amount:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire nonprofit corporation formed August 21, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

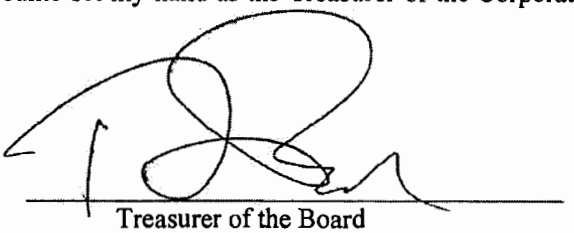
I, Thomas Parks, of Southeastern New Hampshire Alcohol and Drug Abuse Services, do hereby certify that:

1. I am the duly elected Treasurer of the Board of Directors of Southeastern New Hampshire Alcohol And Drug Abuse Services;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation, duly held on May 22, 2012;

   RESOLVED: That this Corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this Corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate. Ray McGarty is the duly elected Executive Director of the Corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

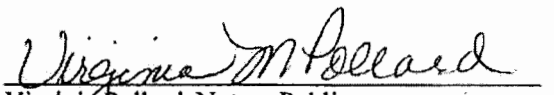
IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 22nd day of May, 2012.



Treasurer of the Board

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Thomas Parks, Treasurer of the Board of Directors.



Virginia Pollard, Notary Public
My Commission Expires: May 9, 2017

VIRGINIA M. POLLARD, Notary Public
My Commission Expires May 9, 2017

State of New Hampshire
Department of Health and Human Services
Amendment #5 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fifth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 5") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #102) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16), and (Amendment #4 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #5, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $2,463,504.50

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety, Exhibit B Amendment #4, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #5, Method and Conditions Precedent to Payment.

Contractor Initials: MC
Date: 7-20-15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/22/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Tri-County Community Action Program, Inc.

7-20-15
Date

NAME Michael Coughlin
TITLE Chief Exeucutive Officer

Acknowledgement:
State of New Hampshire, County of Coos on 7-20-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
Suzanne C. French, Notary

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name: Megan A. Hoyle
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials MC
Date 7-20-15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $408,764.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor

may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1	$30 per hour per	Up to $3,300.00

Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
	Planning and Phase 2 Implementation: Staff Time	staff person	

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post

discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:

The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation,

can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 9-23-2014:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 20th day of July, 2015.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 20th day of July, 2015,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Arch Ins Co — 11150
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER B: AmGuard Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL157243649 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			NCPCKG0328200	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0328200	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NCFXS0328200	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			NCPCKG0328200	7/1/2015	7/1/2016	Per Occurence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Substance and Abuse Prevention Program.

CERTIFICATE HOLDER

catherine.a.cormier@dhhs.s

State of NH- DHHS
Contracts & Procurement
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

Tri-County Community Action Programs... Helping people, changing lives.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.

...Helping people, changing lives.

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2014
AND
INDEPENDENT AUDITORS' REPORTS

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Prior Period Adjustment

The financial statements of Tri-County Community Action Program, Inc. as of June 30, 2013, were audited by other auditors whose report dated March 31, 2014 expressed a qualified opinion on those financial statements. The reason for the qualified opinion on the fiscal year 2013 statements was that the Organization had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The previous auditor stated that the effects on the financial statements of that departure were not readily determinable. As discussed in **Note 14** to the financial statements, the Organization has adjusted its 2013 financial statements to retrospectively apply the change in temporarily restricted net assets. The other auditors reported on the financial statements before the retrospective adjustment.

As part of our audit of the fiscal year 2014 financial statements, we also audited the adjustments described in **Note 14** that were recorded to restate the fiscal year 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 19, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

January 19, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF FINANCIAL POSITION
JUNE 30, 2014

ASSETS

CURRENT ASSETS	
Cash	$ 375,399
Accounts receivable	833,677
Inventories	66,039
Prepaid expenses	27,286
Other assets	818
Total current assets	1,303,219
PROPERTY	
Property, plant, and equipment	10,782,988
Less accumulated depreciation	(4,018,976)
Property, net	6,764,012
OTHER ASSETS	
Restricted cash	704,665
Building refinance costs, net	16,252
Total other assets	720,917
TOTAL ASSETS	$ 8,788,148

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Current portion of long term debt	$ 315,312
Demand note payable	501,051
Accounts payable	652,705
Accrued compensated absenses	277,779
Accrued salaries	111,486
Accrued expenses	112,335
Refundable advances	224,571
Other liabilities	405,593
Total current liabilities	2,600,832
LONG TERM DEBT	
Long term debt, net of current portion	4,253,893
Interest rate swap at fair value	49,713
Total liabilities	6,904,438
NET ASSETS	
Unrestricted	1,220,497
Temporarily restricted	663,213
Total net assets	1,883,710
TOTAL LIABILITIES AND NET ASSETS	$ 8,788,148

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2014

	Unrestricted	Temporarily Restricted	Total
REVENUES AND OTHER SUPPORT			
Grant and contracts	$ 14,550,759	$ -	$ 14,550,759
Program funding	1,430,906	-	1,430,906
Utility programs	1,235,250	-	1,235,250
In-kind contributions	141,303	-	141,303
Contributions	253,696	-	253,696
Fundraising	48,388	-	48,388
Rental income	742,117	-	742,117
Interest income	877	-	877
Gain on disposal	4,404	-	4,404
Other revenue	256,500	-	256,500
Total revenues and other support	18,664,200	-	18,664,200
NET ASSETS RELEASED FROM RESTRICTIONS	59,923	(59,923)	-
Total revenues, other support, and net assets released from restrictions	18,724,123	(59,923)	18,664,200
FUNCTIONAL EXPENSES			
Program Services:			
Agency fund	1,020,464	-	1,020,464
Head Start	2,004,565	-	2,004,565
Guardianship	725,590	-	725,590
Transportation	974,583	-	974,583
Volunteer	103,631	-	103,631
Workforce development	520,858	-	520,858
Alcohol and other drugs	1,032,132	-	1,032,132
Carroll County dental	484,898	-	484,898
Carroll County restorative justice	160,275	-	160,275
Support center	238,519	-	238,519
Homeless	468,841	-	468,841
Energy and community development	7,750,706	-	7,750,706
Elder	1,069,155	-	1,069,155
Total program services	16,554,217	-	16,554,217
Supporting Activities:			
General and administrative	1,227,656	-	1,227,656
Fundraising	5,678	-	5,678
Total supporting activities	1,233,334	-	1,233,334
Total functional expenses	17,787,551	-	17,787,551
CHANGES IN NET ASSETS FROM OPERATIONS	936,572	(59,923)	876,649
OTHER INCOME AND (EXPENSE)			
Gain on interest rate swap	32,937	-	32,937
TOTAL CHANGES IN NET ASSETS	969,509	(59,923)	909,586
NET ASSETS, BEGINNING OF YEAR (AS ORIGINALLY STATED)	(227,714)	1,125,522	897,808
PRIOR PERIOD ADJUSTMENT (NOTE 14)	478,702	(402,386)	76,316
NET ASSETS, BEGINNING OF YEAR (RESTATED)	250,988	723,136	974,124
NET ASSETS, END OF YEAR	$ 1,220,497	$ 663,213	$ 1,883,710

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 909,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	379,543
Gain on disposal of property	(4,404)
Gain on interest rate swap	(32,937)
(Increase) decrease in assets:	
Restricted cash	(73,140)
Accounts receivable	132,610
Inventories	(1,016)
Due from insurance	41,353
Prepaid expenses	(11,234)
Other assets	502
Increase (decrease) in liabilities:	
Accounts payable	(505,581)
Accrued compensated absences	17,426
Accrued salaries	34,078
Accrued expenses	(5,322)
Refundable advances	213,275
Other liabilities	(62,247)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,032,492
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from disposal of property	4,404
Purchase of property and equipment	(177,038)
NET CASH USED IN INVESTING ACTIVITIES	(172,634)
CASH FLOWS FROM FINANCING ACTIVITIES	
Net repayment of demand note payable	(184,536)
Repayment of long-term debt	(347,318)
Repayment of captial lease obligation	(41,284)
NET CASH USED IN FINANCING ACTIVITIES	(573,138)
NET INCREASE IN CASH	286,720
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	88,679
CASH AND CASH EQUIVALENTS BALANCE, END OF YEAR	$ 375,399
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest	$ 247,825

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2014

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alchohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Total	General & Administrative	Fundraising	Total
Direct Expenses																	
Payroll	$ 75,974	$ 927,198	$ 416,424	$ 440,898	$ 70,690	$ 258,047	$ 587,309	$ 258,924	$ 94,524	$ 130,919	$ 224,627	$ 1,174,451	$ 427,136	$ 5,086,718	$ 567,316	$ -	$ 5,654,034
Payroll taxes and benefits	19,761	301,922	134,054	90,793	24,348	83,453	187,205	67,471	25,929	34,040	61,548	387,088	118,026	1,535,078	174,732	-	1,709,810
Assistance to clients	474	-	-	-	-	13,372	-	-	-	2,202	80,487	5,497,508	11,859	5,605,902	-	-	5,605,902
Consultants and contractors	26,499	40,239	11,957	26,319	-	-	7,257	11,814	2,757	14,150	2,924	17,259	58,709	221,884	252,972	-	474,856
Fiscal and administrative	15,321	42,944	6,254	1,629	732	348	5,214	5,838	248	1,723	3,534	34,744	7,918	126,444	11,225	-	137,669
Space costs and rentals	7,728	190,490	47,382	13,200	5,148	128,273	20,436	-	33,975	-	22,502	168,010	76,842	714,004	149,956	-	863,960
Consumable supplies	1,844	151,108	14,890	39,832	125	3,703	70,139	9,086	139	3,539	4,743	321,940	288,266	908,974	19,178	-	928,152
Rental, lease, purchase and maintenance of equipment	89,227	72	13,772	348	-	-	-	-	-	-	-	-	-	83,819	26	-	83,845
Building and grounds maintenance	97,882	85,754	100	8,589	-	-	23,785	7,295	-	8,745	3,772	1,062	3,967	238,931	765	-	239,696
Utilities	192,122	26,405	15,089	19,632	1,068	8,972	45,780	6,114	2,362	19,057	27,315	35,525	20,303	409,744	8,654	-	418,398
Fixed fees	23	-	-	-	-	-	-	-	-	-	-	1,847	3,280	5,150	-	-	5,150
Travel and meetings	1,106	82,384	29,022	41,022	605	18,433	14,132	1,248	-	5,941	11,788	9,920	26,868	220,457	32,479	-	252,936
Vehicle expense	1,447	-	-	161,804	-	-	1,834	-	-	-	4,120	58,243	-	226,348	8,018	-	236,367
Insurance	129,981	24,141	922	50,036	717	-	24,661	-	341	7,948	17,189	33,038	-	288,984	1,985	-	290,929
Interest expense	174,371	-	-	-	-	-	7,234	65,742	-	-	-	478	-	247,825	292	-	248,117
Other direct program costs	33,671	6,354	30,062	6,308	-	8,257	5,079	4,367	-	200	2,551	3,561	492	101,318	10,077	5,678	117,074
Depreciation and amortization expense	184,173	4,044	8,642	74,438	-	-	21,947	46,801	-	10,025	1,751	7,032	23,690	379,543	-	-	379,543
In-kind expended	-	141,303	-	-	-	-	-	-	-	-	-	-	-	141,303	-	-	141,303
Total Direct Expenses	1,020,484	2,004,565	725,590	974,583	103,631	520,858	1,032,132	484,896	160,275	238,619	468,841	7,750,708	1,066,153	16,554,217	1,227,656	5,678	17,787,551
Indirect Expenses																	
Indirect costs	106,444	215,128	82,616	110,873	12,893	47,600	124,671	92,840	16,184	28,783	47,857	264,969	114,836	1,227,656	(1,227,656)	-	-
Total Direct & Indirect expenses	$ 1,126,908	$ 2,219,693	$ 808,206	$ 1,085,456	$ 116,524	$ 568,458	$ 1,156,803	$ 577,736	$ 176,439	$ 267,282	$ 516,698	$ 8,015,675	$ 1,183,991	$ 17,781,873	$ -	$ 5,678	$ 17,787,551

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2014

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of activities
Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies.

The Organization's programs consist of the following:

Agency
Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

An example is The Northern Forest Heritage Park (the Park), which provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

Head Start
Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately $130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

Support Center

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Supports groups for victims and survivors are provided all year long. Open 24 hours a day, services include: Crisis intervention, emergency shelter, court, hospital and police advocacy and accompaniment, support groups, violence prevention programs reach out to students in grades 4-12 and community outreach trainings and professional presentations to civic and community groups, as well as to other health and human service professionals in the area.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Eight Community Contact sites allow for local participant access. Applications for energy assistance program, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community.

Elder

The Organization's Elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Method of accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Organization had no permanently restricted net assets at June 30, 2014. The Organization had temporarily restricted net assets of $663,213 at June 30, 2014 after the prior period adjustment as described in **Note 14**.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor- imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2014.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was $3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2014, the fair value of the interest rate swap was $49,713 and the unrealized gain was $32,937. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding.

The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8 years
Furniture and Equipment	5 to 15 years

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $224,571 as of June 30, 2014.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c) (3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2009.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions , therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), subject to examination by the IRS, generally for three years after it is filed.

Retirement plan
The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2014, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods
Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment
Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Use of estimates
The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Functional allocation of expenses
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses. Depreciation applicable to assets which are used by multiple programs, primarily buildings, is charged to the benefiting program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended. The rate is 12.3%.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2014 was $11,778.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2014, the balances on interest and non-interest bearing accounts were insured by the FDIC up to $250,000. At June 30, 2014, there was approximately $487,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is $52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved.

The balance as of June 30, 2014 was $6,219. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits of $437. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is $186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2014 was $187,107, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2014 was $403,598. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2014 was $398,354, and is included in the restricted cash balance on the Statement of Financial Position.

During fiscal year 2013, the Court Appointed Special Trustee requested and received $225,000 from private donors. These funds were restricted to use by the Special Trustee under his individual authority. As of June 30, 2014, the remaining balance of these funds is $112,985. This amount is included in restricted cash on the Statement of Financial Position.

NOTE 3. INVENTORY

In 2014, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2014:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$7,972,540	$ 2,448,604	$ 5,523,936
Equipment	2,214,981	1,570,372	3,785,353
Land	595,467	-	595,467
	$10,782,988	$ 4,018,976	$ 6,764,012

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2014 was $378,065.

The Organization also had building refinancing costs of $17,730. Amortization expense for the year ended June 30, 2014 was $1,478.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2014, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $277,779.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2014 consisted of the following:

Note payable requiring 360 monthly installments of $484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024.	$ 44,319
Note payable requiring 360 monthly installments of $1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024.	144,785
Note payable requiring 360 monthly installments of $1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	185,470
Note payable requiring 360 monthly installments of $292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	38,753
Note payable requiring 360 monthly installments of $74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	9,507
Note payable requiring 120 monthly installments of $475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	8,340
Note payable requiring 120 monthly installments of $3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	459,945

Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.	26,170
Note payable to a non-profit organization (related party), interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.	149,866
Bond payable requiring monthly installments of $15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.	3,016,868
Note payable requiring 240 monthly installments of $4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.	485,182
	4,569,205
Less current portion due within one year	(315,312)
Total long term debt	$ 4,253,893

The scheduled maturities of long term debt as of June 30, 2014 were as follows:

Years ending June 30	Amount
2015	$ 315,312
2016	142,626
2017	146,154
2018	545,938
2019	134,263
Thereafter	3,284,912
	$ 4,569,205

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance.

Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2014 was $6,219.

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank related to the bond payable listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement.

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a $45,000 unsecured line of credit with Northway Bank, at June 30, 2014. Borrowings under the line bear interest at 6.50% per annum, and totaled $33,611 at June 30, 2014, respectively. The line of credit is unsecured.

The Organization has available a $750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled $400,000 at June 30, 2014. The line is subject to renewal each January.

The Organization has available a $25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled $16,601 at June 30, 2014.

The Organization was issued a revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2014, the outstanding debt totaled $50,839, which included accrued interest of $839.

NOTE 8. LEASES

Capital Leases

The Organization leased equipment from Leaf Financial Corporation under the terms of a capital lease. The economic substance of the lease was that the Organization was financing the acquisition of the assets through the lease, and accordingly, it was recorded in the Organization's assets and liabilities. In 2014, the remaining balance was paid off and the balance was subsequently reduced to zero.

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2014, the annual rent expense for leased facilities was $188,455.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2014, are as follows:

Years ending June 30	Amount
2015	$ 171,566
2016	93,116
2017	81,757
2018	83,531
2019	70,936
Thereafter	282,000
	$ 782,906

Rent expense for the year ended June 30, 2014 totaled $714,004.

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

The Organization receives a large majority of its support from federal and state governments. For the year ended June 30, 2014 approximately $14,018,226 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have an effect on the Organization's programs and activities.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2014:

NH Charitable Foundation Grant, Mt. Jasper	$ 32,653
Donations to Special Trustees	50,000
Champagne Family Rescue	616
Berlin Area Renewable Energy Initiative	19,838
Transitions in Caregiving Plus	3,235
10 Bricks Shelter Funds	107,221
Fuel Assistance Emergency Fund	8,689
Donations to Mahoosuc Trail	1,842
Carroll County Transit Program	7,954
Community Contact	3,543
Donations to Maple Fund	1,825
Private Funding for Fuel Assistance Program	149,178
Pellet Stove Program	25,000
Private Funding for Head Start	26,028
Loan Programs	153
Private Funding for Alcohol and Other Drug Program	50,000
Funding for Tyler Blain House	12,595
North Country Transit Other	22,041
Restricted Buildings	140,802
Total temporarily restricted net assets	$ 663,213

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Other Liabilities

During fiscal year 2012, the Organization withdrew $375,000 from an account entrusted to the Organization as part of the Guardianship Program (see **Note 2**). This unauthorized withdrawal was reported to the New Hampshire Assistant Attorney General of the Charitable Trust Division and an agreement was reached to replenish the account. The Organization returned $191,000 during the fiscal year ended June 30, 2013 and $184,000 during the fiscal year ended June 30, 2014 to the Guardianship Services Program account.

In addition to the requirement to return the funds, the Organization was assessed a fee of $5,244 related to the unauthorized use of these funds. This amount was still outstanding at June 30, 2014 as no official notice or request for payment had been received by the Organization.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total note payables to related parties for the year ended June 30, 2014 was $176,036.

NOTE 14. PRIOR PERIOD ADJUSTMENTS

The beginning net assets for 2014 have been restated to correctly classify unrestricted and temporarily restricted net assets. The prior auditors had modified their audit opinion for the year ended June 30, 2013 with regards to these balances stating that the Organization had previously not classified these net asset balances appropriately. They also stated that the effects on the financial statements were not reasonably determinable. During the year ended June 30, 2014, the Organization reviewed their entire unrestricted and temporarily restricted net asset balances and corrected this issue. The effect of the restatement was to increase unrestricted net assets and decrease temporarily restricted net assets for 2013 by $402,386.

There was also another adjustment, totaling a net amount of $76,316, related to refundable advances not recorded at June 30, 2013.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 19, 2015, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2014

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct			
Head Start	01CH1041/47	93.600	$ 1,174,745
Head Start	01CH1041/48	93.600	854,328
Passed through New Hampshire Office of Energy and Planning			
Low-Income Home Energy Assistance (Admin.)	1025875	93.568	86,709
Low-Income Home Energy Assistance (Assurance 16)	1025875	93.568	31,324
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	384,079
Low-Income Home Energy Assistance (Program)	1033340	93.568	5,322,937
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	103,369
Low-Income Home Energy Assistance (HRRP)	1025855	93.568	17,353
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	72,444
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	14AANHT3SP	93.044	10,780
Passed through New Hampshire Health and Human Services			
Community Services Block Grant	1026069	93.569	112,288
Community Services Block Grant	102500731	93.569	486,633
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	332,099
Temporary Assistance for Needy Families (JARC)		93.558	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	80072003	93.991	10,617
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	210
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Adult Medical)	1016495	93.044	2,449
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	1016499	93.045	157,945
National Family Caregiver Support, Title III, Part E	1008784	93.052	8,591
National Family Caregiver Support, Title III, Part E	14AANHT3FC	93.052	10,738
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	1016495	93.044	50,593
Medical Assistance Program (Assessment & Counseling #1)	1008784	93.778	20,909
Medical Assistance Program (Options Counseling and I&R #7)		93.778	33,902
Medical Assistance Program (Transportation)		93.778	48,032
Nutrition Services Incentive Program (NSIP)		93.053	71,604
Social Services Block Grant (Title XX I&R)	G-1301NHSOSR	93.667	5,199
Social Services Block Grant (Title XX I&R)	1008764	93.667	2,063
Social Services Block Grant (Title XX Adult Daycare)	1016503	93.667	2,134
Social Services Block Grant (Title XX HD Meals APS)	1016496	93.667	2,857
Social Services Block Grant (Title XX HD Meals)	1016495	93.667	59,754
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	1016501	93.045	66,556
Affordable Care Act - Aging and Disability Resource Center (ADRC Optional)	90RO0028	93.517	14,544
Centers for Medicare and Medicaid Services (SHIP)	1008784	93.779	7,325
Centers for Medicare and Medicaid Services (SHIP)	1NOCMS020220	93.779	4,197
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	1008784	93.048	3,084
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	90MP0176	93.048	7,354
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,818
Centers for Medicare and Medical Services (Marketplace Assister Services)		93.525	24,957
Passed Through New Hampshire Coalition against Domestic and Sexual Violence			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,638
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
Passed through New Hampshire Division of Public Health Services			
Block Grants for Prevention and Treatment of Substance Abuse		93.959	260,450
Passed through New Hampshire Division of Child Support Services			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	79,829
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,021,622
U.S. Department of Energy			
Passed through Governor's Office of Energy and Community Services			
Weatherization Assistance for Low-Income Persons	1033409	81.042	209,433
Passed through NH Community Development Finance Authority			
Energy Efficiency and Conservation Block Grant Program (Better Buildings)		81.128	72,291
TOTAL U.S. DEPARTMENT OF ENERGY:			281,724
U.S. Corporation for National and Community Service			
Direct			
Retired and Senior Volunteer Program	13SRANH001	94.002	72,754
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			72,754

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2014

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Agriculture			
Direct			
Supplemental Nutrition Assistance Program (food stamps)		10.551	6,520
Rural Housing Preservation Grants		10.433	4,392
Passed Through New Hampshire Department of Education			
Child and Adult Care Food Program		10.558	105,782
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			116,694
U.S. Department of Homeland Security			
Direct			
Emergency Management Performance Grants (FEMA)	128735	97.042	21,889
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			21,889
U.S. Department of Justice			
Passed through New Hampshire Coalition Against Domestic and Sexual Violence			
Crime Victim Assistance (VOCA)		16.575	66,702
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	7,878
TOTAL U.S. DEPARTMENT OF JUSTICE:			74,580
U.S. Department of Transportation			
Passed through New Hampshire Department of Transportation			
Formula Grants for Rural Areas (Section 5311)	NH-18-X044	20.509	293,798
Job Access and Reverse Commute Program (FTA- Section 5316)		20.516	37,386
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	NH-65-X002	20.513	47,225
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	29,258
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			407,666
U.S. Department of Housing and Urban Development			
Passed through New Hampshire Office of Family Services			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	130,188
Passed through New Hampshire Health and Human Services then Southwestern Community Services			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	40,126
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			202,826
U.S. Department of Labor			
Passed through New Hampshire Department of Labor			
WIA Adult Program	2009-005	17.258	64,919
WIA Dislocated Worker Formula Grants	2009-005	17.278	77,328
TOTAL U.S. DEPARTMENT OF LABOR:			142,247
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 11,342,002

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies: FS-2014-001, FS-2014-002, and FS-2014-003.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leon McDonnell : Roberts
Professional Association

North Conway, New Hampshire
January 19, 2015

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2014. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2014

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

2. Three significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards* and are included in the Findings – Financial Statement Audit below.

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.

7. The programs tested as major programs included:

   Low Income Home Energy Assistance – CFDA #93.568

   Aging Cluster:

      Special Programs for the Aging – Title III, Part B – CFDA #93.044

      Special Programs for the Aging – Title III, Part C – CFDA #93.045

      Nutrition Services Incentive Program – CFDA #93.053

   Community Services Bock Grant – CFDA #93.569

   Head Start – CFDA #93.600

   Temporary Assistance for Needy Families – CFDA #93.558

8. The threshold for distinguishing Type A and B programs was $340,260.

9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

Criteria: A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Cause: Procedures have not been fully designed and implemented over the accounts receivable in order to safeguard the assets.

Effect: Although we did not encounter receivables that were not properly recorded, there is the risk that the miscellaneous receivables balance would be misstated.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

Criteria: The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Cause: The predecessor auditor provided guidance to management on how to record the net assets.

Effect: The Organization required assistance and guidance on how to calculate the amount of Federal funds included in temporarily restricted net assets, resulting in a prior period adjustment.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction.at June 30 2014.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Criteria: Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations.

Cause: A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

Effect: One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

FOR THE YEAR ENDED JUNE 30, 2013

Financial Statement Audit

FS-2013-01

Condition: Although some improvements have been made since the prior year audit, the financial reporting system continues to be inadequate in its ability to identify, capture, and record information. Procedures to prevent, or detect and correct material misstatements in the financial statements are not effective. Customary accounting procedures were not fully implemented and those procedures which did exist were not consistently done in a timely manner.

Audit fieldwork was scheduled to begin on September 30, 2013, three months after the fiscal year end. Although we held a pre-audit conference on June 13, 2013 and provided the Chief Financial Officer with specific requests for information, we did not receive an adjusted trial balance until September 26, 2013 which, when received, was labeled as "Draft".

When we arrived to perform audit procedures, the client was in still in the process of reconciling revenues and total expenditures to a worksheet used to prepare the draft Schedule of Expenditures of Federal Awards (SEFA). This process was required, because as noted in the prior year audit deficiencies letter, there were many inaccuracies in the posting of revenue throughout the year. Many adjustments were required before the financial reporting system accurately reported the total revenues by program. Therefore a final SEFA could not be prepared until January 2014. This also made it difficult for program managers to manage their programs since the revenue as reported to them during the year was incorrectly allocated by source.

The financial reporting system was closed on a monthly basis without ensuring all accounts payable invoices relating to the period were posted. Entries for internal expenses such as depreciation and occupancy costs were missing from several month end reports. These errors not only caused an issue for program managers during the fiscal year because financial information used to support reimbursement requests frequently changed when these adjustments were finally calculated and posted, but also caused determining final expenditures by program extremely difficult.

Additionally, although reconciliations of most balance sheet accounts had been prepared at year end, there had been little to no effort made to reconcile the annual amounts for payroll, depreciation, or occupancy costs to the trial balance. Our audit procedures found issues with the depreciation and occupancy costs as reported on the trial balance which were later corrected through adjusting entries.

It was also noted that on the Aging Cluster quarterly program service reports, that the amounts reported as expenditures of the program were incorrect because the departments are not receiving timely financial reports with correct financial information.

Recommendation: The Organization should continue its efforts to further enhance and refine the financial reporting system so that information can be obtained in a timely manner.

Prior Year Management Response: Management agrees with this finding.

The Organization did have difficulty with completing the preparation for the audit and closing out the year. The prior year audit was not finished until March 31st, and it appears that the new Chief Financial Officer and Senior Accountant, who started in May 2013 and June 2013 respectively, spent their time acclimating themselves as best they could.

The Organization was struggling to keep its doors open and much activity and effort was being placed on survival activities like cash management. Management expects that closing out the fiscal year and audit preparation will be much quicker in FY14 as the Organization's financial stability has improved significantly and less staff time and energy is diverted to survival efforts.

Management agrees with the finding that not all accounts payable expenses were being properly recorded by the end of the posting period. Because the Organization was so strapped for cash, it would close the monthly quickly, usually around the 5th of the month, so that it could send out billings. Some accounts payable invoicing was not being recorded in the monthly posting period, usually due to a lag in receiving invoices from vendors. The Organization would capture these payables in the next month.

Management sees this as a problematic process that frankly will probably continue until there is an adequate cash reserve. The Organization is currently working on improving cash reserves by selling off surplus real estate. The Lancaster property has already sold, an offer has been made on the Ashland property (contingent upon a vote at Town Meeting), and a proposal is being negotiated for the Northern Forest Heritage Park property. The School Street property in Berlin is actively on the market. As each property closes, a portion of the proceeds will move into a cash reserve account, so the Organization will be able to remedy this problem over time.

Starting late in fiscal 2013, and continuing to the present time, on the advice of a consultant, the Organization changed its methodology of posting depreciation, posting to the departments where the item is used, rather than to the whole agency. The posting is now done monthly, rather than annually, as previously done.

Current Status: We have found significant improvement over the Organization's ability to identify and record information, as well as the procedures to prevent, or detect and correct material misstatements. We have identified one item (FS-2014-002) that we would consider to be a significant deficiency that needs adjustment in order to produce financial statements.

FS-2013-02

Condition: Procedures for the recording of receivables are poorly designed and inadequate to ensure reporting in accordance with generally accepted accounting principles

In fiscal year 2013, the Organization began utilizing the accounts receivable module of the financial reporting system. This system was used for a portion of the year and was not used for all types of receivables. Programs with significant client activity such as the Dental Center, Restorative Justice, Alcohol and Other Drugs and Transportation track their receivables using a variety of systems which range from patient billing systems to excel worksheets. Because the fiscal department does not track receivables for these program areas, the finance department has no way to ensure that all receivables have been recorded, an allowance has been established for doubtful accounts, or that collection efforts are made to ensure payment is received.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding.

In April, 2013 the Organization initiated the use of the "accounts receivable" module for contract receivables. Later that year, the Organization also began the process of recording receivables for non-contract billings, such as for Alcohol & Other Drugs and Dental receivables. This is a new process for the Organization, but staff seems to be taking it very seriously. Staff in the finance department now have a method to remind program directors when non-contract receivable information is due. This has been a work in progress, but management believes the information is much more accurate now.

Receivables for the Alcohol & Other Drugs and Dental programs require more intensive attention. The Chief Financial Officer is working with the leadership of those two programs, both to collect what is collectable from old accounts, and to put procedures in place to better assure payments in the future. It is likely that there will always be some accounts from both of these programs that will remain uncollectable, due to the population the Organization serves: low-income, transient, jail-bound in some cases. But we need to follow best practices to ensure as much as possible is collected at the point of service, and to stay in touch with clients after they have left.

Current Status: The Organization records their monthly receivables based on invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end. If there was a delay in payment to the Organization, there is the risk that the miscellaneous receivables would be misstated. During our testing in the current year, we noted the Organization had properly captured the appropriate receivables balance (FS-2014-001).

FS-2013-03

Condition: Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, it appears that finance department personnel did not fully understand the requirements related to each classification.

This was evidenced by the Chief Financial Officer closing all temporarily restricted net asset accounts from fiscal year 2012 into one summary account, thereby losing the detail of which grant had remaining temporarily restricted funds to be expended.

It was further evidenced by the entries related to the sale of vehicles by the transportation program, the proceeds of which have to be used to reacquire new vehicles. This amount was recorded as sales revenue and not identified as temporarily restricted proceeds until questioned by the auditor.

Furthermore, the Organization lacks a process to identify the amount of temporarily restricted net assets at year end because they are unable to correctly adjust the financial reporting system to report the total expenditures by program, do not have a mechanism in place to calculate the restricted revenues in excess of expenditures once correctly adjusted, and do not appear to be working toward developing a methodology to correct this deficiency.

Recommendation: The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The finance department employees, as well as other program staff, should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these assets as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

Prior Year Management Response: Management agrees with this finding.

There is a policy regarding the acceptance of donations and other grants, but it appears to be outdated, and does not include a standard form which would document the donor's restrictions as to the use of funds. Management will work with the finance department to ensure that the policy is updated and such a form is created. Moreover, the finance department will be directed to create a simple, less cumbersome system to track expended and unexpended grant and donation revenues, and record them accurately in the financial statements.

Current Status: We noted that there were some items within temporarily restricted net assets that related to programs and should be transferred to unrestricted, resulting in a prior period adjustment (FS-2014-002).

FS-2013-04

Condition: Procedures to allocate shared occupancy costs to the benefiting programs were inadequate and failed to allocate the costs accurately. Furthermore, reconciliation procedures that would have identified the errors were not performed.

Recommendation: Procedures to identify, allocate and reconcile occupancy costs to the benefitting programs should be refined to ensure that all costs are captured, properly allocated and posted to the financial reporting system.

Prior Year Management Response: Management agrees with this finding.

FY 2013 was the first year that the Organization moved to capture occupancy costs and assign them to benefitting programs, rather than to the agency as a whole. Naturally, with so many properties, and so many programs, there have been some errors in implementing this process. But it does seem to capture true programs costs much better than the previous method. Management's position is that the agency needs to get this right, so there is a process for cost allocation that can be used in future years.

Management plans to review occupancy costs regularly, to ensure that they are captured. Finance department now reconciles occupancy costs quarterly for accuracy, and this practice will continue.

Current Status: During our testing, we noted that the costs were allocated properly and that reconciliation procedures were performed.

FS-2013-05

Condition: The listing of property and equipment as originally received from the Organization did not include $661,615 of assets which were included in the total assets per the trial balance. Further inquiry revealed that the Chief Financial Officer had removed the assets from the listing because they were fully depreciated and planned to post a journal entry to remove the asset balance and related depreciation from the accounts. However, no procedures were performed to identify if the assets were still in existence and still being used by the Organization.

Recommendation: Design and implement a policy for property and equipment which includes the requirement to periodically take a physical inventory of assets currently in use and to update the fixed asset as needed for additions and disposals.

Prior Year Management Response: Management agrees with this finding.

In the new Accounting Policy and Procedure Manual, there is a process for property and equipment that allows the Organization to dispose of or write off fully depreciated assets.

During FY 2014, the Chief Operating Officer assigned an employee to list all property and equipment in existence, and there is a draft that needs to be reviewed, so there is a listing of all the Organization's assets in one place. This list will be reviewed at least annually in the future.

Current Status: The assets mentioned were added back to the schedule and the full listing was reviewed by management. Those assets that were no longer in existence, or in service, were removed from the listing and the accounts were reconciled to the trial balance.

FS-2013-06

Condition: The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

A test of the controls over the bank reconciliation process identified missing reconciliations for July 2013 for nine bank accounts used for the senior meal site locations, senior wheels program and the Head Start policy council. These bank accounts are reconciled at the individual site/program locations and a copy of the reconciliation is to be sent to the fiscal department for review. The July reconciliations had not been received by the fiscal department as of September 30, 2013, the first date of audit fieldwork. Although the reconciliation had been identified as missing by the Accounting Manager, the Chief Financial Officer had not requested or obtained the missing items. The balances in the account were immaterial however; failure to monitor and enforce controls may create opportunities for fraud or errors to go undetected.

Confirmations of account balances with banking institutions revealed two accounts with the Woodsville Guaranty Savings Bank which were not listed in the financial reporting system and appeared to have been overlooked. The accounts balances were immaterial however, the accounts should be closed if no longer being used. Bank accounts which are not monitored and reconciled may create opportunities for fraudulent activity.

Examination of the operating bank account reconciliation revealed an unusual adjustment related to the line of credit. The operating account is tied to a line of credit which is automatically drawn upon when checks presented for payment exceed the available bank balance. At fiscal year end, the organization had $96,818 in outstanding checks against a bank balance of $5,832. The checks had not been presented for payment and therefore the line of credit had not been accessed to cover the overdraft, however, the Organization recorded a reconciliation adjustment to increase cash by the amount of available credit on the line of credit. As a result, the bank balance and the line of credit balance were overstated by the available credit line of $122,648.

Recommendation: Because of the liquid nature of cash, preventative controls should be the first area of focus because controls often identify the error too late to prevent the loss of resources. Management should further refine controls over the bank accounts to strengthen the internal control system.

Prior Year Management Response: Management agrees with this finding.

The need for better controls of cash and bank accounts is a priority for the Organization's management. In FY 2014, the Organization closed several smaller, problematic accounts, where getting programs managers to reconcile was a challenge.

The finance department will now reconcile all bank accounts monthly, before the month is closed. The Organization management commits to ensuring that unusual practice, such as writing checks that exceed the available cash, will not take place.

Current Status: There were bank reconciliations prepared monthly for all bank accounts and amounts agreed to the trial balance; however, we did note that the Head Start Policy Council bank account was not properly recorded on the trial balance of the Organization and the Guardianship account was being reported on a cash basis, rather than accrual basis, creating two adjusting entries (FS-2014-003).

FS-2013-07

Condition: Although the client is preparing a worksheet to reconcile the payroll reports from the payroll module of the accounting system to the quarterly 941 reports, the reconciliation process did not include a reconciliation to the totals per the general ledger accounts. Reconciling to the general ledger is an important control which helps to identify miss-postings which may otherwise go unnoticed due to the large dollar amount and transaction volume processed through the payroll general ledger accounts. This control is especially important at the Organization because the accounting system includes an additional step of posting to a summary account and then allocating the costs to the individual program general ledger accounts. Assuming that the amount posted to the summary account equals the amount posted to the individual program general ledger accounts without verification could create an opportunity for errors or fraud to be undetected.

Recommendation: Management should implement procedures to include a quarterly reconciliation of the payroll information to the general ledger accounts.

Prior Year Management Response: Management agrees with this finding.

The Organization now has a process for reconciliation of payroll at every payroll period. This reconciliation is conducted by the Organization's senior accountant, and his work is overseen by the Chief Financial Officer. Payroll is now being reconciled down to the individual program general account level through the year-to-date time sheet charges, by the activity report in our accounting system.

Current Status: During our testing, we noted that the payroll accounts were properly reconciled to the 941 returns with no exceptions.

FS-2013-08

Condition: A general journal entry was posted to record the liability for cred it card transactions which were included on a statement which spanned the fiscal year end. The entry correctly recorded the liability, however the expenses were posted to a summary account which was included in miscellaneous expenses rather than posting each expense to the appropriate expense account. As a result, although the liability is correctly recorded, the expense is not reported by natural classification or by function. Additionally, the expense will not be included in expenses which were eligible for grant reimbursement.

Recommendation: Procedures should be implemented to ensure that all expenses are posted to the correct general ledger account including those posted through general journal entries.

Prior Year Management Response: Management agrees with this finding.

During FY 2014, the Organization created a new credit card policy designed to provide better internal controls, and direct expenses to the programs where they belong. Beginning in FY 2014, the Finance department is recording all outstanding payables down to the grant award level. This should ensure more accurate accounting of expenses, and also allow the Organization to capture all allowable federal and state reimbursements.

Current Status: During our testing, we noted that the credit card transactions were appropriately recorded to the proper expense accounts and by function.

FS-2013-09

Condition: Procedures over the control of the weatherization/better buildings materials inventory are inadequate.

The Organization purchases inventory in bulk for use by all of the weatherization programs. The materials used by the Better Buildings program are recorded on a worksheet and an entry should be posted at year end to transfer the expense related to the program from a general expense account to a Better Buildings program specific account. The Organization failed to post this entry which caused the Better Building program costs to be understated by approximately $39,300.

Additionally, the finance department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

Recommendation: The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end, costs can be properly allocated by program, and any errors or misappropriations can be detected.

Prior Year Management Response: Management agrees with this finding.

Prior to FY 2014 there does not seem to have been an adequate system for internal control of the Weatherization materials inventory. Since that time, there has been a change in leadership in the program, and new procedures for tracking inventory.

Currently, as items are removed from inventory and used to weatherize homes, the Weatherization Director tracks each job's actual use of materials, as well as labor and other expenses. The process of tracking expenses and revenues is overseen by the EHCCO Division Director and reported regularly to the Finance department. The CFO reviews these inventory uses, revenues and expenses, and makes value adjustments in the balance sheet quarterly. The Organization now conducts a physical count of materials each quarter, and captures these in journal entries. Finance department has also created a written policy and procedure regarding procurement and inventory management.

Current Status: During our testing we found that updated controls were in place over the inventory and that the inventory was being reconciled. The Organization has improved their internal controls over the last fiscal year and is still in the process of making updates to improve their procedures. We noted during our testing of internal controls that there were missing signatures of approval and signs-offs on routing sheets; however, these appear to be isolated incidents.

FS-2013-10

Condition: Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of $533,667 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 10/31/12. Expenditures for the grant period had not been incurred however the funds were spent on organizational operating expenses.

Recommendation: The Organization should continue in its efforts to design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance.

Prior Year Management Response: Management agrees with this finding.

This particular finding is vital for the Organization's future program integrity. The Organization MUST comply with cash management requirements regarding the drawdown of an awarding agency's funds. Management believes that the spirit of the Auditor's recommendation has been followed in FY 2014. For example, the Organization began a procedure of drawdowns with Head Start and RSVP that guaranteed that funds were not requested until payroll and accounts payable were completed and only represented costs to date. Other major federal accounts such as CSBG were drawn only on a 1/12th basis, and FAP monies were segregated into a separate restricted account which prohibited movement of funds without dual signatories from Senior Management.

However, Management commits to taking the additional step of creating a policy and procedure that contains language specifically referencing how monies advanced by an awarding agency are to be treated.

Current Status: Corrected.

Single Audit

SA-2013-01

Condition: Our audit of the controls over the Better Buildings Program revealed that the Organization failed to comply with Davis-Bacon Act wage requirements.

The current year issue was identified and reported by NH Community Development Finance Authority during a monitoring visit in July 2013 and related to the June 2013 payroll. Additionally, we identified issues with the May 2013. Both of these errors were after the fiscal 2012 deficiency letter was issued which identified a similar finding related to the Weatherization Program.

Additionally per the Better Buildings grant document, certified payrolls were to be sent to the NH Office of Energy and Planning within 7 days of payroll processing. The Organization did not comply with this requirement.

Recommendation: The Organization should design and implement a system to comply with Davis Bacon Wage requirements.

Prior Year Management Response: Management commits to complying with Davis-Bacon Act wage requirements.

As of FY 2014, the Better Buildings program no longer exists. In future, when the Organization takes on projects that are subject to Davis-Bacon, Management will ensure that all requirements under the Act will be met. The Organization will seek the guidance of an employment attorney to ensure its practices are designed to be fully compliant.

Current Status: Corrected.

SA 2013-02

Condition: The listing of property and equipment did not include any information regarding the source of funds used to acquire or improve each asset. Some of the assets were purchased with federal funds in accordance with grant requirements. However, depreciation related to those assets would not be an allowable expenditure for grant reimbursement. The Organization did not have a procedure in place to identify assets purchased with federal funds and to ensure that the depreciation related to the assets was charged to the correct program for proper financial reporting, but not included in expenses submitted for reimbursement for grant compliance.

Recommendation: Procedures should be implemented which would include the identification of assets purchased with federal funds and a mechanism for tracking and posting the related depreciation expense.

Prior Year Management Response: Management agrees with this finding.

In FY 2014, the Finance department created a "Federal, un-reimbursable" code in its accounting software, to keep track of non-allowable depreciation expenses.

Starting with a reminder to Program Directors in March, 2014, Management will take the additional step of making sure Program Directors and Finance staff are all well-versed in the requirement to identify assets purchased with federal funds.

Current Status: Corrected.

SA 2013-03

Condition: Procedures have not been designed or implemented to allocate expenses to grants with periods which differ from the Organization's fiscal year.

The Head Start grant year includes the period of February 1 to January 31 of each year. Because the Organization did not post depreciation on a monthly basis until March of 2013, no depreciation was posted to the grant year which ended on January 31, 2013. However, 12 months of depreciation was posted to the grant year ending January 31, 2014 although only 5 months of depreciation was attributable to this time frame.

Similarly, in-kind occupancy costs were not allocated to the correct grant year. No in-kind occupancy costs were charged to the grant year which ended on January 31, 2013. Instead all in-kind occupancy costs were charged to the grant year ended January 31, 2014.

Recommendation: Posting expenses on a monthly basis will help to alleviate issues related to differing grant periods. However, careful review of financial information by an individual independent of the preparation will help to identify errors with calculations and application of allocation methods.

Prior Year Management Response: Management agrees with this finding.

It appears that when the Organization began posting expenses on a monthly basis, this was a step in the right direction. But it also appears that initially, a careful review of the information reported was not done.

Management appreciates the Auditor's suggestion that the Organization should not only post expenses on a monthly basis, but also provide a careful review by someone not involved in the preparation, as a check against errors. The current process is that the Senior Accountant prepares the journal entries for grant accounts monthly, and these entries are reviewed and approved by the Chief Financial Officer monthly.

Current Status: Corrected.

SA 2013-04

Condition: Controls over the accumulation of allowable costs and related reimbursement requests for the Better Buildings program were inadequate.

Testing of reimbursement requests for 3 out of 10 requests submitted during the fiscal year identified 2 out of the 3 requests selected could not be reconciled to the financial reporting system. In both cases, the administrative costs did not agree to the financial reports. Additionally, in one case the program costs did not agree to the financial reports. Of the 3 requests tested, 2 requests were not approved by the appropriate personnel.

Because the grant remained open after the current fiscal year end, the Organization had an opportunity to research and correct the issue prior to the grant close out.

Recommendation: Procedures must be designed and implemented which provide for the accumulation of information which will allow for an accurate reimbursement request, supported by verifiable data to be prepared.

Prior Year Management Response: Management agrees with this finding.

The new Weatherization Director has begun a reconciling process using accounting software to put together reimbursements. He also obtains signatures of senior staff, who review his work prior to transmission of billing. This practice was begun October 2013 and continues today.

Current Status: Corrected.

SA 2013-05

Condition: In testing expenditures for the Head Start program, we noted numerous reimbursement requests which lacked the employee's signature and the approval of the supervisor.

Recommendation: We recommend that procedures be implemented which would require proper approval of all invoices, including expense reimbursements prior to payment.

Prior Year Management Response: Management agrees with this finding.

In FY 14 a process was created where any employee requesting reimbursement is required to prepare and sign the employee reimbursement form. A supervisor is required to review and approve the reimbursement, and the Payroll Accountant is required to review the reimbursement and make sure it was free of error, charged to the correct expense and element codes, accompanied by adequate backup documents and appropriately approved. The Payroll Accountant then requests the Chief Financial Officer signature on the document before release of payment.

Current Status: Corrected.

SA 2013-06

Condition: In testing reporting required for the Aging cluster, we noted that the reports for the quarter ended June 2013 were filed late for both the transportation program as well as the senior meals program. Additionally we noted that the number of trips reported on the March quarterly report for transportation reported 64 fewer trips than were actually reimbursed. Further inquiry with the Program Director revealed that the trips were properly reimbursed but were mistakenly left off the quarterly report.

It was also noted that on the Aging cluster quarterly program service reports, the amounts reported as expenditures of the program were incorrect.

Recommendation: We recommend that procedures be implemented which would require a reconciliation of supporting data to the quarterly reports. We also recommend that a schedule be developed to ensure timely filing of reports.

Prior Year Management Response: Management agrees with this finding.

In FY14 a process will be developed to ensure the timely filing of accurate reports.

Current Status: Corrected.

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: http://www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS
FY2015

COÖS COUNTY

Board Chair
Sandy Alonzo
Teacher

Treasurer
Cathy Conway
Vice President- Economic Development - NCIC

Secretary
Gary Coulombe
Firefighter

Andrew Lefebvre
Teacher

CARROLL COUNTY

Anne Barber
Attorney

Michael Dewar
Business Owner

Vice Chair
Dino Scala
Business Owner

Karolina Brzozowska
Rehab Specialist

GRAFTON COUNTY

Nancy Kitchen
Animal Trainer-
Squam Lakes Science Center

Linda Massimilla
State Representative

Kristy M. Letendre

[redacted]

Objective

To maintain a career in Human Services / Substance Abuse Administration while attaining skills to perform all tasks at maximum potential.

Education

PRESENT | WHITE MOUNTAINS COMMUNITY COLLEGE

· Major: Business Administration

ONGOING EDUCATION | NHADACA

· Ethics, Confidentiality, Trauma and Addiction, Seeking Safety

COSEMTOLOGY CERTIFICATE | MAY 2001 | LABARON BEAUTY ACADEMY

· Major: Cosmetology

HIGH SCHOOL DIPLOMA | JUNE 1996 | NEW BEDFORD HIGH SCHOOL

· Major: College Preparation

Skills & Abilities

PROFESSIONAL SKILLS

· Prime For Life Certified Instructor

· AED / CPR Certified

LEADERSHIP

· 2010 / Alumni Leadership North Country / White Mountains Community College

· WIPFLI 11th & 12th Annual Conference for Grant Funded Programs

Experience

· **Director | Tri-County CAP / Division of Alcohol & Drug Services | Present**

· **Associate Director | Tri-County CAP / Division of Alcohol & Drug Services | 12/08-04/14**

· **Administrative Assistant | Tri-County CAP / Division of Alcohol & Drug Services | 09/08-12/08**

· **Program Specialist | Tri-County CAP / Division of Alcohol & Drug Services | 05/04-09/08**

REFERENCES: AVAILABLE UPON REQUEST

ELAINE C. DAVIS

[redacted]

EDUCATION: Master of Science, Graduate Program in Community Mental Health, SNHU, Major - Co-occurring psychiatric and addictive disorders - 2005.
Master of Science in Human Services, Major in Community Psychology, Springfield College, 1994.
B.S., Human Services, Springfield College, 1991.

LICENSES: NH Licensed Clinical Mental Health Counselor – 2007-Prersent
NH Masters Licensed Alcohol Counselor and Drug Counselor – 1994-Present

AREAS OF EFFECTIVENESS:

Program Development

Developed, coordinated, and facilitated a Pre/natal substance abuse screening and early intervention program.

Revised, updated, and integrated hospital-wide discharge planning policy.

Implemented and facilitated Student Assistance Program for N.H.-SAU#7.

Initiated alternative forms of the therapeutic processes (i.e. meditative and guided imagery, relaxation techniques) for an inpatient residential substance abuse treatment facility.

Chaired, organized, and implemented a 2-year Strategic Plan for local human service agency with over 150 employees.

Management and Administration

Managed hospital social service department, to include all department head duties and supervision of hospital chaplain and utilization review RN, plus all direct service of hospital-related social work duties.

Implemented and coordinated all aspects of clinical treatment for North Country Shelter, North American Family Institute.

Managed Outpatient Clinical Substance Abuse Office for 13 months prior to administrative support hiring.

Management of private practice from 1994 - present, with numerous HMO/PPO contractual agreements, including DCYF-NH.

WORK HISTORY: Clinical Director – Friendship House, Bethlehem, NH – 6/18/12 - present
Private Practice in Psychotherapy - Gorham, NH - 7/2007 to present.
Clinical Coordinator, North American Family Institute - North Country Shelter, Jefferson, NH 3/2006 - 4/2007.
Supervision for Licensed Clinician Candidates since 2007.

Northern New Hampshire Mental Health and Disability Services, therapist and case manager, Berlin, NH - 2/2003 - 2/2006.

Addictions Counselor, Trainer, Lifestyle Consultant, Private Practice, Berlin/Gorham, NH 1/94 - 2/2003.

Director of Social Services, Androscoggin Valley Hospital, Berlin, NH 11/97 to 02/99

Founders Hall Outpatient, Substance Abuse Counselor, 2/91 to 1/94.

Northern N.H. Council on Alcoholism, Derby's Lodge, residential substance abuse counselor/program counselor/weekend manager (now Friendship House, Bethlehem, N.H.), 11/86 to 6/88 and 7/89 to 2/91.

Adjunct Faculty, Granite State College 2006 - Present.

Adjunct Faculty, Springfield College - 1995.

PROFESSIONAL ACTIVITIES: Member Coos County Coalition
Past member NH Coalition on Substance Abuse, Mental Health, & Aging.
Board Member of N.H. Alcohol and Drug Abuse Counselors Association.
Past Member, Androscoggin Valley Domestic Violence Council, Berlin, N.H.
Trainer for numerous community agencies, task forces, etc.
Member Berlin/Gorham Adolescent Drug Court Treatment Team
Member NH Attorney General/Office of Victim Witness Assistance Mental Health Provider Network

REFERENCES: Dr. Elizabeth Hess
[redacted]

Kathryn Cote, MSW
[redacted]

Stephen Noves, MSW
[redacted]

MICHAEL W. COUGHLIN, M.S.

Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

✓ Strategic planning and financial management	✓ Entrepreneurial spirit
✓ Mentoring & developing inspired leaders	✓ Assuring highest quality standards
✓ Innovation, marketing and branding	✓ Passionate advocacy for mission

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC. 2012 - 2013
One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. $25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
  - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
  - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.

- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.

- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION 2011 to 2012
Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. $40 million in annual revenue and nearly 750 full and part-time staff.

➢ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected $750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.

- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.

- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND 2007 to 2010
Serving Maine, New Hampshire and Vermont, with $60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➢ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by $20 million in three years to $60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:

  - Grew state and federal revenue by $10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning $10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding $1.9 million in F.Y. 2010.
  - Championed new initiatives in quality improvement, employee relations and safety.

- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.

- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007
One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. $8 million organization provides comprehensive mental health care.

➢ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over $1 million in new margins, in a time of shrinking state funds.

- ***Organizational Development:*** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- ***Executive Development:*** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- ***Community & Government Relations:*** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001
One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating $35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➢ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a $19 million budget.

- ***Staffing:*** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- ***Service / Network Management & Expansion:*** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- ***Business Development & PR:*** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000
One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating $30 million annually.

- ➢ **Vice President, Research & Development** - 1998 to 2000
- ➢ **National Director, Client Services** - 1995 to 1998
- ➢ **Regional Manager, Client Services** - 1993 to 1995
- ➢ **Area Manager, Client Services** - 1991 to 1993
- ➢ **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement

Robert Boschen. Jr., CMA, MBA

SUMMARY/OBJECTIVE

Professional with excellent managerial, analytical, financial and teamwork skills. Able to take the lead or supporting role on crucial projects. Accustomed to tight, rapid deadlines and innovative, proactive and reactive work environments. Can adjust to varied software systems and research situations rapidly, and able to teach a team to do so. Seek professional managerial/analytical operations position within driving distance of North Conway, New Hampshire.

SKILLS/ABILITIES

- Certified Management Accountant (CMA).
- Goal oriented manager with ability to manage assigned budget.
- Ability to supervise and manage staff to set and achieve directed goals.
- Comfortable working with all levels of staff and management.
- Ability to implement, manage and direct crucial programs – financial and operational.
- Excellent analytical abilities - including capital budgeting, cost/benefit analysis, and benchmarking analysis.
- Detailed exposure to mergers and acquisitions. Can coordinate purchasing and Requisition for Proposals.
- Manufacturing (cost accounting), construction, governmental and service industry exposure.
- Knowledge of internal and external corporate and governmental reporting needs.
- Worked on and led various projects which saved employers sizable tax and operating expense dollars.
- Can construct complete accounting/reporting system. Can implement controls related to accounting and systems.
- Excellent with mainframe and PC based software packages including Excel, PowerPoint, and Access.

WORK EXPERIENCE

Town of Falmouth — **Falmouth, Maine**
Director of Finance — **August 2011 –Present**

- Responsible for financial operations and reporting related to the $11 million budget for the Town – population 11,165 A vibrant coastal town in Maine, in 2011 Falmouth was among the "Top Cities to Live and Learn" in the United States, according to the second-annual national ranking released by Forbes Magazine.
- Finance area includes, but is not limited payroll, budgeting, accounting, purchasing, investments and financial analysis/forecasting. Report directly to Town Manager. On the Senior Management Team.
- Responsible for and prepared the Town CAFR (Comprehensive Annual Financial Report). Have received the Government Finance Officers Award for Excellence in Financial Reporting for fiscal year 2011 and 2012. Presently will outsource part of this to free up more time for strategic planning/special projects.
- Responsible for financial presentation to Standard and Poor's – Credit rating raised from AA+ to AAA.
- Decentralized/reassigned clerical finance duties such as property tax bill creation, payroll and invoice entry out to entitywide clerical workers. Finance, through a bookkeeper and accountant, now supervises/coordinates such duties.
- Decentralized budgeting and purchasing duties entitywide - creating more accountability for the departments. Finance and Administration now supervises/coordinates such duties.
- Restructured the Finance department and positions within it. Prior staff duties of the Finance Director, such as bank reconciliations and high level monthly financial reports have been moved to staff in order to allow the Finance Director to manage. Replaced the Budget & Purchasing Director with a Staff Accountant.
- Created a reporting system that allows departments to run their own financial reports and at any time.
- Created five year forecasting model. Performed Requests for Proposal that led to new banking partner.
- Manage financial staff and all their duties. Responsible for government financial reports.
- Responsible for staff that coordinates the MUNIS system. Major version upgrade occurred at the time of my arrival.
- Finance Department budget is $250K. Responsible for the accounts payable for the combined City/School budget of $42 million. Responsible for investments of $30 million.

City of Waterville — **Waterville, Maine**
Director of Finance/Treasurer — **October 2006 – August 2011**

- Responsible for financial operations and reporting related to the $16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area includes, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments.
- Report directly to City Manager. On the Senior Management Team.
- Responsible for and prepare the City CAFR (Comprehensive Annual Financial Report).
- Manage financial staff and all their duties. Responsible for government financial reports.
- Responsible for financial presentation to Standard and Poor's – Credit rating raised from A- to A+
- Responsible for staff that coordinates the MUNIS system. Modules include but are not limited to G/L, payroll, fixed assets, billing, and accounts payable. System implementation began at the time of my arrival.
- Finance Department budget is $450K. Interact with all levels of City government.
- Responsible for the accounts payable and payroll for the combined City/School budget of $36 million

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006

Director of Finance for the Office of Medical Services (Medicaid) *Aug 2005 – Oct 2006*

Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid) *Nov 2003 – Jul 2005*

- Responsible for financial operations, strategies and tactics for the over $2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.
- Duties became more sophisticated financial analysis, forecasting and reporting oriented as two separate units related to reimbursement were elevated to their own Division status with their own full Directorships.
- Reported directly to Deputy Commissioner of Finance for DHHS. On the Senior Management Team (SMT) of the Office/Bureau. Interacted with all levels of State government including the Governor's Office for Health Planning.
- Consistently managed and balanced sensitive political implications with financial issues.
- Dealt with numerous providers on their fiscal issues and requests for informal reviews of reimbursement.
- Bureau contained about 240 employees. Approximately 100 reported to the Director of Finance and Reimbursement position. These included financial staff responsible for ORACLE financials.
- Responsible for budget, financial analysis, rate setting, third party liability, data capture & control and AR/AP cash unit.
- Incorporated a monthly budget and detailed budgeting/forecasting model for MaineCare. Refined a cash flow model to insure sufficient State and Federal funds are available.
- The Certificate of Need Unit (CON) for hospitals was under this Division until combined with other CON areas.
- Executive Committee member on the new Maine Claims Management System (MECMS). This was a $25MM to $30MM system that became the claims processing system for MaineCare.
- Developed and maintained an interim payment system that supplemented the payments for MECMS.
- Reviewed policies and regulations for the Bureau to ensure financial issues are in compliance.

M&H Logging and Construction **Rangeley, Maine**

Controller **September 2001 – November 2003**

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.
- Initiated working capital updates and monthly closings. Included percentage-of-completion analyses.
- Managed two offices responsible for payroll, billing, accounts payable, job accounting and various other duties.
- Responsible for insurance audits and price proposal bids from insurance companies for all insurances.
- Coordinated worker's compensation cases. Managed land accounts.
- Prepared forms for sales taxes, unemployment taxes, W-2s, 1099s, fuel excise tax refunds, and other related forms.
- Kept W-9s and insurance certificates updated. A project to update these saved the companies tens of thousands of dollars in insurance fees. Maintained system hardware and software integrity.
- Updated an in-house project tracking system and devising a method to reconcile it to the Peachtree Accounting System.

Franklin Community Health Network **Farmington, Maine**

Controller **October 1997 – September 2001**

- Reported directly to CFO for this rural health network that had about $63 million in revenues.
- Involved in coordination of Certificate of Need to expand hospital facilities. Expansion was about $12.5 million.
- Vastly improved analysis and reporting tools used by the Finance Department and the Network.
- Involved with various special projects, many that involve heavy legal contact – one, providing Charity Care for the indigent, as the start-up and continuing project manager, the other, a community based health card, as a financial manager. Both were featured in the New England section of the Wall Street Journal. The former program received national attention in various large publications including the Chicago Tribune and Boston Globe. It was featured on the Today show as a revolutionary new program in health care.
- Presentations to all boards including parent, hospital, physician association and others.
- Analyzed and created budgets to obtain grants. Coordinated governmental grant audit.
- Created a consolidated network income statement, balance sheet, and self-standing statement of cash flows.
- Coordinated contracts with outside providers and strategic partners. One project, required support as a financial manager, involved a forward thinking managed care cardiovascular program saving thousands per patient on cardiac rehabilitation.
- Involved in various other strategic and tactical projects including purchases of buildings and medical practices.
- Involved in contract negotiation, including prices, and writing/formation of contracts. Created reports in MEDITECH.

Aetna, Inc and Aetna Life and Casualty **September 1991- July 1997**
Aetna, Inc. - Aetna/US Healthcare - Midwest Region ***Chicago, Illinois***
Director Planning and Budgeting ***September 1996 - July 1997***

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). $52 million in operating expenses. $1.4 billion revenue. $375 million projected profit.
- Analyzed contribution margin, medical PMPM, and operating expenses on a monthly basis. Made recommendations to improve the results related to these measures.
- Built reports and data gathering methods from foundation up. Presentations to senior management.
- Corrected/prepared financials for startup HMO state filing. Managed special projects and financial planning staff.

Aetna Life & Casualty Company - Pharmacy - Finance Department ***Middletown, Connecticut***
Director/CFO - Finance ***February 1994 - September 1996***

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- Detailed exposure to mergers and acquisitions. Taught audit department to perform non-statistical sampling.
- $825 million in revenue in 1996. Exceeded $1.1 billion by 1997. Profits of $4 million in 1993 expanded to $32 million for 1996. Created 1996 to 1998 strategic plans.
- Converted billing method to be in line with industry standards. This improved our competitive marketing status.
- Responsible for financial reporting, controls, rebates, accounts payable, accounts receivable, pricing, policies and procedures, budgeting, accounting research, special projects, and other financial duties.
- Worked on projects to improve systems, automate reports, and increase data integrity. Coordinated major project to integrate Pharmacy data and systems into Aetna standard reporting systems.

Aetna Life & Casualty Company - Information Technology ***Hartford, Connecticut***
Expense Management Consultant & Account Representative ***September 1991 - February 1994***

United Technologies - Otis Elevator International/Hamilton Standard **Connecticut**
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin. **February 1988 - September 1991**

Kaiser Permanente, Accountant - Medical Group **Hartford, Connecticut, Dec 1986 - Feb. 1988**

KMG Main Hurdman, Tax Specialist **Stamford, Connecticut, March 1986 - Dec 1986**

PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants
- Member of Government Finance Officers Association
- Associate Member Maine Society of Certified Public Accountants
- The University of Connecticut, Storrs, Connecticut — Master of Business Administration
- The University of Connecticut, Storrs, Connecticut — Bachelor of Science in Business Administration - Finance

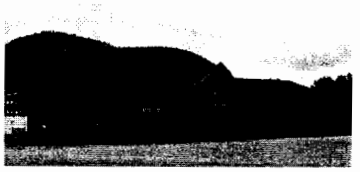
TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

		As of: November, 2014	This Contract	
Title	**Name**	**Annual Salary**	**Percentage**	**Amount**
Chief Executive Officer	Michael Coughlin	$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	$100,000	0.00%	0
Division Director, Alcohol & Other Drugs	Kristy Letendre	$49,920	85%	42,432
Clinical Director	Elaine Davis	$55,000	85%	46,750



State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #102) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #102A) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) and (Amendment #3 to the Contract) approved on December 23, 2014 (Item #16) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $2,443,504.50

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #3, Scope of Services and replace with Exhibit A Amendment #4, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #3, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #4, Method and Conditions Precedent to Payment.

Contractor Initials: MC
Date: 5-11-15

8. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

9. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

10. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

12. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

Tri-County Community Action Program, Inc.

5·11·15
Date

NAME Michael Coughlin
TITLE Chief Executive Officer

Acknowledgement:
State of NH, County of Coos on 5-11-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/3/15
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A Amendment #4

Scope of Services

A. *Population Served*

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. *Required Treatment Services*

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table	
Required Services	**Treatment Services**
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: WMC
Date: 5-11-15

Exhibit A Amendment #4

Service Table	
Required Services	**Treatment Services**
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women -*** Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women -*** High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: UW
Date: 5-11-15

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.
X	***Medication Assisted Treatment with Buprenorphine – Phase I*** The Contractor will develop a work plan, for DHHS approval, for integrating medication assisted treatment with buprenorphine into the treatment services denoted by an "X" described above. The Contract may seek technical assistance in developing this plan through the New Hampshire Center for Excellence. The Contractor will bill for staff time only, as described in Exhibit B, during Phase 1. The Contractor's work plan will include at a minimum the following: • The steps to be taken to begin offering medication assisted treatment with buprenorphine, including the responsible individuals and expected timing. • The provider(s) you will work with for prescription and medical oversight of buprenorphine, including a Memorandum of Understanding with each provider regarding billing and payment practices and how the parties will interact to ensure that integrated care is provided.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.

2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the

day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.
Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed

by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.

- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:

When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:

The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.

- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety

Contractor Initials: MC
Date: 5.11.15

codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants

Contractor Initials: MC
Date: 5.11.15

related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance

Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working

toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form*. To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is

able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $408,764.50 as follows:

- 35% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 43% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount
X	Medication Assisted Treatment Phase 1 Planning and Phase 2 Implementation: Staff Time	$30 per hour per staff person	Up to $3,300.00

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.

v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services (except for Medication Assisted Treatment Staff Time for Phase I and Phase II), defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor will use the Department supplied billing sheet to complete billing for Medication Assisted Treatment Staff Time for Phase I and Phase II.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:

The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:
Tri-County Community Action Program, Inc.

5·11·15
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Tri-County Community Action Program, Inc.

5-11-15
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Tri-County Community Action Program, Inc.

5·11·15
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:
Tri-County Community Action Program, Inc.

5-11-15
Date

Name: Michael Coughlin
Title: Chief Executive Officer

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services	Tri-County Community Action Program, Inc.
The State	Name of the Contractor
Kathleen A Dunn	Michael Coughlin
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Michael Coughlin
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/27/15	May 11, 2015
Date	Date

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc..
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 9-23-14:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11th day of May, 2015.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 11th day of May, 2015,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

		As of: November, 2014	This Contract	
Title	**Name**	**Annual Salary**	**Percentage**	**Amount**
Chief Executive Officer	Michael Coughlin	$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	$100,000	0.00%	0
Division Director, Alcohol & Other Drugs	Kristy Letendre	$44,100	85%	37,485
Clinical Director	Elaine Davis	$50,000	85%	42,500

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated this 12th day of November, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (Item # 102), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), and further amended by an agreement (Amendment #2 to the Contract) approved on June 18, 2014, (Item #99), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to add new services to the Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.8 to read $2,034,740
2) Delete Exhibit A Amendment #2 and replace with Exhibit A Amendment #3
3) Delete Exhibit B Amendment #2 and replace with Exhibit B Amendment #3
4) Delete Exhibit C and replace with Exhibit C Amendment #1
5) Add Exhibit C-1
6) Delete Exhibit G and replace with Exhibit G Amendment #1

Contractor Initials: MC
Date: 11-20-14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12-4-14
Date

Diane Langley
Director

Tri-County Community Action Program, Inc.

11-20-14
Date

NAME Michael Coughlin
TITLE Chief Executive Officer

Acknowledgement:
State of NH, County of Coos on 11-20-2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Suzanne French, Notary
Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

Contractor Initials: MC
Date: 11-20-14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/10/14
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A Amendment #3

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: MC
Date: 11-20-14

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - ***Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	~~***Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5)***~~ – Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	~~***Recovery Support Services:***~~ Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at ~~risk~~.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

~~New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment~~ Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of ~~such treatment distributed to the network of community based organizations, health care providers and~~ social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure ~~necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities~~ Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no ~~more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions~~ on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 ~~business days. The Contractor must refer pregnant women to the State when the Contractor has~~ insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using ~~legitimate medications to assist their recovery and will not have policies that allow them to refuse~~ admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility ~~requirements~~:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated ~~attestation and have the client sign this document. A copy of the signed attestation shall~~ be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes ~~administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of~~ Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not ~~eligible for DHHS funded services~~.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services must be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- ~~Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment~~ program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- ~~Such persons refuse treatment.~~

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently ~~motivated to take advantage of the proposed level of service or interim services. If the client is not able to~~ access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with ~~their dependent children, either through on-site care or through arrangements with an off-site legal~~ childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other ~~therapeutic interventions for women that may address issues of relationships, sexual abuse,~~ physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- ~~Obtains client/patient authorization to communicate with PCP office.~~
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing ~~residential services shall make available, either on-site or through agreements with health care providers,~~ tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include ~~handicapped accessibility and being wheelchair accessible~~.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. ~~Culturally and linguistically diverse populations experience barriers in efforts to access services.~~ To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:

The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer

clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services, and in accordance with Exhibit B Amendment #3.

For the period of July 1, 2014 to June 30, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $810,929 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #3, paragraph B. The following terms and conditions detailed in this Exhibit B Amendment #3 shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14; at least twenty-five percent (25%) of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient services.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the

time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A Amendment #3 section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period and at least 25% of the funding for the period of July 1, 2014 to June 30, 2015 must be utilized for Outpatient and/or Intensive Outpatient services. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Contractor Initials: MC

Date: 1-20-14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $2,000,000.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:
Tri-County Community Action Program, Inc.

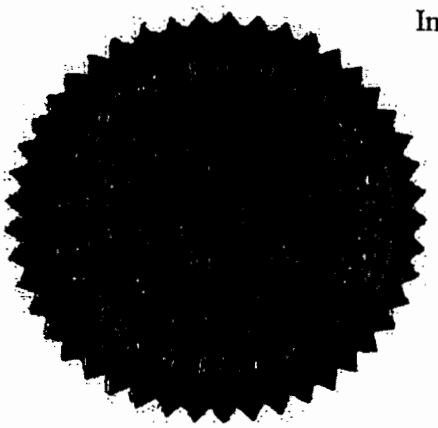
11.20.14
Date

Name: Michael Coughlin
Title: Chief Executive Officer

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc..
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on September 23, 2014:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 20th day of November, 2014.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 20th day of November, 2014,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 19, 2018

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 102) and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, (Item # 102A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $1,835,715
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: MC
Date: 5/29/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/30/14
Date

NAME
TITLE

Tri-County Community Action Program, Inc.

5-29-14
Date

NAME Michael Coughlin
TITLE Chief Executive Officer

Acknowledgement:
State of NH, County of Coos on 5-29-14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
Suzanne C. French, Notary

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

Contractor Initials: MC
Date: 5/29/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Want
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MC
Date: 5/29/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
	Outpatient Treatment (ASAM Level 1) - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women – Outpatient Treatment as identified above provided to pregnant & parenting women.
	Intensive Outpatient Treatment (ASAM Level 2.1) – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living)*** – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
X	***Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women*** - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: MC
Date: 5/29/14

	pregnant & parenting women.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent)*** - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women*** - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $611,904 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
	Outpatient – Group	$5.00/unit	
	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
X	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: MC
Date: 5/29/14

X	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
X	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
X	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

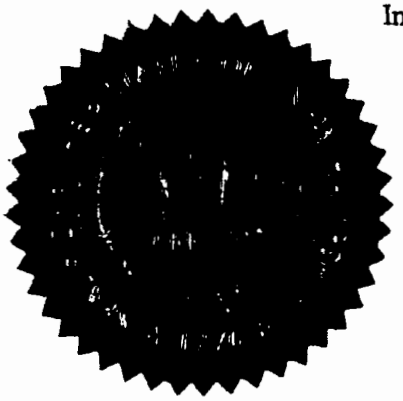
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc..
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 2-25-2014:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29th day of May, 2014.
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 29th day of May, 2014,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 19, 2018

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

Board Resolution: Resolution of the Corporation

That the Tri-County Community Action Program, Inc. Chief Executive Officer, Michael Coughlin is hereby authorized on behalf of this Corporation to enter into said contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until September 30, 2014.

This resolution is made with the understanding that any major new undertakings or commitments will be preceded by Board approval.

Approved by the Board of Directors – 2-25-2014

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 1,223,811.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for **cost and** expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $611,907.00"

4) **Add** Exhibit B-1 and B-2

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/13
Date

Nancy L. Rollins
Associate Commissioner

Tri-County Community Action Program, Inc.

5.14.13
Date

Name: Peter Higbee
Title: Chief Operating Officer

Acknowledgement:
State of NH, County of COOS on 5/14/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Elaine M. Wheeler
Name and Title of Notary or Justice of the Peace
ELAINE M. WHEELER
Notary Public - New Hampshire
My Commission Expires February 4, 2014

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

21 May 2013
Date

Name: Joanne P. Herrick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Programs, Inc. Friendship House - 28-Day Residential TX

Budget Request for: Substance Abuse Treatment Services

Budget Period: State Fiscal Year 2014

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 326,487	$ 32,649	$ 359,136	$ 101,211	$ 10,121	$ 111,332	$ 225,276	$ 22,528	$ 247,804
2. Employee Benefits	$ 135,270	$ 13,527	$ 148,797	$ 41,934	$ 4,193	$ 46,127	$ 93,336	$ 9,334	$ 102,670
3. Consultants	$ 7,800	$ 780	$ 8,580	$ 2,416	$ 242	$ 2,660	$ 5,382	$ 538	$ 5,920
4. Equipment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 2,025	$ 202	$ 2,227	$ 628	$ 63	$ 690	$ 1,397	$ 139	$ 1,537
Repair and Maintenance	$ 8,000	$ 800	$ 8,800	$ 2,480	$ 248	$ 2,728	$ 5,520	$ 552	$ 6,072
Purchase/Depreciation	$ 11,000	$ 1,100	$ 12,100	$ 3,410	$ 341	$ 3,751	$ 7,590	$ 759	$ 8,349
5. Supplies	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Educational	$ 1,500	$ 150	$ 1,650	$ 465	$ 47	$ 512	$ 1,035	$ -	$ 1,035
Lab	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Medical	$ 2,500	$ 250	$ 2,750	$ 775	$ 78	$ 853	$ 1,725	$ 173	$ 1,898
Office	$ 2,800	$ 280	$ 3,080	$ 868	$ 87	$ 955	$ 1,932	$ 193	$ 2,125
6. Travel	$ 4,150	$ 415	$ 4,565	$ 1,287	$ 128	$ 1,415	$ 2,864	$ 286	$ 3,150
7. Occupancy	$ 41,000	$ 4,100	$ 45,100	$ 12,710	$ 1,271	$ 13,981	$ 28,290	$ 2,829	$ 31,119
8. Current Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,100	$ 610	$ 6,710	$ 1,891	$ 189	$ 2,080	$ 4,209	$ 421	$ 4,630
Postage	$ 250	$ 25	$ 275	$ 78	$ 8	$ 85	$ 173	$ 17	$ 190
Subscriptions	$ 410	$ 41	$ 451	$ 127	$ 13	$ 140	$ 283	$ 28	$ 311
Audit and Legal	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Insurance	$ 28,000	$ 2,800	$ 30,800	$ 8,680	$ 868	$ 9,548	$ 19,320	$ 1,960	$ 21,280
Board Expenses	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 500	$ 50	$ 550	$ 155	$ 16	$ 171	$ 345	$ 35	$ 380
11. Staff Education and Training	$ 500	$ 50	$ 550	$ 155	$ 16	$ 171	$ 345	$ 35	$ 380
12. Subcontracts/Agreements	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory)	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Food Purchases	$ 28,000	$ 2,800	$ 30,800	$ 8,680	$ 868	$ 9,548	$ 19,320	$ 1,932	$ 21,252
Vehicle Fuel	$ 4,300	$ 430	$ 4,730	$ 1,333	$ 133	$ 1,466	$ 2,967	$ 297	$ 3,264
Vehicle Maintenance	$ 480	$ 48	$ 528	$ 149	$ 15	$ 164	$ 331	$ 33	$ 364
TOTAL	**$ 611,072**	**$ 61,107**	**$ 672,179**	**$ 189,432**	**$ 18,943**	**$ 208,375**	**$ 421,640**	**$ 42,088**	**$ 463,728**
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

Exhibit B-2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Tri-County Community Action Programs, Inc. Friendship House - Transitional Living Program

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 97,240	$ 9,724	$ 106,964	$ 20,420	$ 2,042	$ 22,462	$ 76,820	$ 7,682	$ 84,502
2. Employee Benefits	$ 34,034	$ 3,403	$ 37,437	$ 7,147	$ 715	$ 7,862	$ 26,887	$ 2,688	$ 29,575
3. Consultants	$ 2,000	$ 200	$ 2,200	$ 420	$ 42	$ 462	$ 1,580	$ 158	$ 1,738
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,000	$ 100	$ 1,100	$ 210	$ 21	$ 231	$ 790	$ 79	$ 869
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 2,000	$ 200	$ 2,200	$ 420	$ 42	$ 462	$ 1,580	$ 158	$ 1,738
5. Supplies:	$ 2,000	$ 200	$ 2,200	$ 420	$ 42	$ 462	$ 1,580	$ 158	$ 1,738
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ 600	$ 60	$ 660	$ 126	$ 13	$ 139	$ 474	$ 47	$ 521
Medical	$ 1,000	$ 100	$ 1,100	$ 210	$ 21	$ 231	$ 790	$ 79	$ 869
Office	$ 1,500	$ 150	$ 1,650	$ 315	$ 32	$ 347	$ 1,185	$ 118	$ 1,304
6. Travel	$ 1,500	$ 150	$ 1,650	$ 315	$ 32	$ 347	$ 1,185	$ 119	$ 1,304
7. Occupancy	$ 9,600	$ 960	$ 10,560	$ 2,016	$ 202	$ 2,218	$ 7,584	$ 758	$ 8,342
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,220	$ 122	$ 1,342	$ 256	$ 26	$ 282	$ 964	$ 96	$ 1,060
Postage	$ 90	$ 9	$ 99	$ 19	$ 2	$ 21	$ 71	$ 7	$ 78
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 6,000	$ 600	$ 6,600	$ 1,260	$ 126	$ 1,386	$ 4,740	$ 474	$ 5,214
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 500	$ 50	$ 550	$ 105	$ 11	$ 116	$ 395	$ 40	$ 435
11. Staff Education and Training	$ 230	$ 23	$ 253	$ 48	$ 5	$ 53	$ 182	$ 18	$ 200
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Food Purchase	$ 10,000	$ 1,000	$ 11,000	$ 2,100	$ 210	$ 2,310	$ 7,900	$ 790	$ 8,690
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 170,514	$ 17,061	$ 187,575	$ 35,808	$ 3,581	$ 39,389	$ 134,706	$ 13,470	$ 148,176
Indirect As A Percent of Direct		10.0%			10.0%			10.0%	

TL

Contractor Initials P.G.H.

Date 5.14.13

CERTIFICATE OF VOTE/AUTHORITY

I, Todd C. Fahey, do hereby certify that:

1. I am the Special Trustee appointed by the NH Probate Court to act on behalf of, and with all the powers of, the Tri-County Community Action Program, Inc. (the "Corporation"), Board of Directors (as per Order of the 1st Circuit - Probate Division - hereto as Exhibit A);

2. The following are resolutions of the corporation, duly enacted on May 14, 2013:

   RESOLVED: That this Corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

   RESOLVED: That the Corporation's Chief Operating Officer ("COO") is hereby authorized on behalf of this Corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. Peter Higbee is the Corporation's COO.

4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 14, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Special Trustee of the corporation this 14th day of May, 2013.

Todd C. Fahey, Special Trustee

STATE OF NH
COUNTY OF COÖS

The foregoing instrument was acknowledged before me this 14th day of May, 2013, by Special Trustee Todd C. Fahey.

Jeannette Weeman
Notary Public/~~Justice of the Peace~~
My Commission Expires: JEANNETTE M. WEEMAN, Notary Public
My Commission Expires March 10, 2015

EXHIBIT A

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
http://www.courts.state.nh.us

NOTICE OF CONFERENCE

TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

A conference is scheduled as follows:

Date: January 15, 2013
Time: 11:00 AM
1 Hour

6th Circuit-Probate Division-Concord-Courtroom
163 North Main Street
Concord, NH 03301

Matters to be considered:

STATUS CONFERENCE - PER ORDER OF 12/14/12

You have received this notice because you are an interested party to the case, an attorney of record, or have filed an appearance, motion or objection.

If you wish to reschedule or continue this conference, a motion to reschedule or continue must be filed with this court by December 24, 2012 for the judge's review and ruling. (You may use form NHJB-2128-P to file that motion.) Copies must be sent to all parties. This form may be obtained at www.courts.state.nh.us/probate, or from any NH Probate Division.

If you will need an interpreter or other accommodations for this conference, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a class B felony to carry a firearm or other deadly weapon as defined in RSA 625:11, V in a courtroom or area used by a court.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ; Anthony I. Blenkinsop, ESQ

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
http://www.courts.state.nh.us

NOTICE OF DECISION

TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

On December 14, 2012, Judge David D. King issued orders relative to:

Emergency (EX PARTE) Petition for the Appointment of a Special Trustee:

Enclosed please find the Order issued 12/14/2012.

Also Enclosed Notice of Conference - for a Status Conference January 15, 2013 per Court Order of 12/14/12.

Any Motion for Reconsideration must be filed with this court by December 24, 2012. Any appeals to the Supreme Court must be filed by January 13, 2013.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Anthony I. Blenkinsop, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ

THE STATE OF NEW HAMPSHIRE
CIRCUIT COURT

COOS COUNTY 1ST CIRCUIT-PROBATE DIVISION

In re: TRI-COUNTY COMMUNITY ACTION PROGRAM INC.

CASE #314-2012-EQ-00288

ORDER

Before the court is an emergency (*ex parte*) request for hearing and petition for the immediate appointment of a special trustee to act in the stead of the board of trustees of Tri-County Community Action Program, Inc., a 501(c) (3) organization (Tri-County). The petition was filed with the court by the Office of Attorney General, Director of Charitable Trusts (the Director) via fax on December 13, 2012 and a copy was provided to Wayne T. Moynihan, Esq., counsel for Tri-County. Because of the nature of the relief requested, as well as the allegations contained in the petition, the request for immediate hearing was GRANTED. A hearing was scheduled and held on Friday morning, December 14, 2012 at the 6th Circuit Probate Division. The Director of Charitable Trusts, Anthony I. Blenkinsop, Esq. was present for the hearing with other members of his staff, including Terry M. Knowles, Assistant Director of Charitable Trusts. Attorney Moynihan, who has filed a general appearance on behalf of the Tri-County board of directors, appeared telephonically. Also present for the hearing was Todd C. Fahey, Esq., the proposed special trustee. Prior to the hearing, Attorney Moynihan filed a partial answer and notice of no objection to the appointment of a special trustee.

Having considered the allegations in the petition and the respective presentations made by the parties at the hearing, the court makes the following order:

1. While the petition has only been circulated by email and/or fax at this point, Attorney Moynihan has acknowledged receipt of service on behalf of Tri-County and, without objection, the court finds that service of process has been accomplished. The Director shall file the original petition with the 1st Circuit-Probate Division forthwith. Mr. Moynihan shall have thirty (30) days from the date of this order to file any responsive pleading to the petition on behalf of Tri-County.

2. Effective as of the date of this order, Todd C. Fahey, Esq. of Orr & Reno, P.A., Concord, New Hampshire, is appointed as a special trustee of Tri-County with all powers under the by-laws of Tri-County and the laws of the State of New Hampshire to act as the Board of Trustees for Tri-County. Without limiting the generality of the foregoing, the special trustee is granted all necessary power to operate the entity and its programs, conserve and/or expend charitable assets as appropriate and lawful, manage personnel matters including decisions regarding the hiring and/or termination of employment of personnel, recruit a new board of directors subject to approval of this court, review and analyze all records of the entity, determine appropriate levels of insurance coverage, ensure proper licensing, and file all appropriate and necessary reports and forms with Federal and State entities, including, but not limited to the IRS, Secretary of State, and the Charitable Trusts Unit.

3. Until further notice from this court, the power and authority of the current board of directors is suspended, but board members are not discharged of their duties.

4. Tri-County, through its suspended board of directors, executive staff, and employees, shall cooperate fully with the special trustee and shall retain all of its records, of any source or nature, including all electronic records of any kind, and shall make any and all records and financial information of Tri-County available to the special trustee, at his request, throughout the term of the special trustee's appointment. Should the special trustee not receive the cooperation of any such individuals he may file an appropriate motion with this court.

5. Within fourteen (14) days of this order, Tri-County shall provide the special trustee and the Director of Charitable Trusts with an accurate list of the names and addresses of its board members and officers for calendar year 2012, including members or officers who were new to the board, or left the board during this time.

6. The special trustee shall be responsible for determining, as a preliminary matter, whether Tri-County can be a viable non-profit entity moving forward, what is necessary to bring financial stability to the entity, and how best to ensure a continuity of services as are currently provided to its customers/service population.

7. The special trustee may charge a rate of up to $275 per hour, to be billed on a monthly basis to Tri-County, to the attention of the chief executive officer or individual acting in such a capacity, with a copy to the Director of Charitable Trusts. The special trustee may also incur reasonable and necessary expenses necessary to his work as special trustee, which he may bill to Tri-County. Tri-County shall pay the special trustee's monthly bill within fifteen (15) days of receipt and shall immediately place in reserve $7,500.00 for the purpose of satisfying any special trustee billing. Any party may request a hearing on the special trustee's bill(s), which the Court will

schedule at its discretion. The special trustee may also be permitted to withdraw upon motion to the Court if Tri-County shall fail to make payment as required herein.

8. The special trustee may retain the services of at least one additional professional individual to assist him with his work as a special trustee. Attorney Fahey has suggested that he might retain John Gilbert as a consultant. Mr. Gilbert's fees shall be discussed in the first instance with the Director and the court shall be notified of the billing rate upon agreement; if an agreement cannot be reached, the issue shall be presented to the court. Billing and payment of this individual to be handled in accordance with the provisions of paragraph 7, above. Should the special trustee determine it necessary to retain additional individuals or entities to assist him in his work, including bankruptcy counsel, he shall file a motion requesting authority to take such action with the court.

9. Commencing January 15, 2013, the special trustee shall file quarterly reports with this court regarding his progress, and the status of resolving Tri-County's financial, governance, and compliance issues. Copies of these reports shall be provided to the Director of Charitable Trusts. The special trustee and the Director of Charitable Trusts may request periodic meetings with each other to discuss the progress of the special trustee and the special trustee may request a hearing before the court at his discretion to address any matters under his jurisdiction.

10. The Court, upon its own motion, or upon motion of the special trustee, or the Director of Charitable Trusts, may terminate the appointment of the special trustee when the issues set forth in the Petition have been satisfactorily addressed.

11. This order concerns the appointment of a special trustee. Nothing in this order shall limit the authority of the Office of the Attorney General to bring any other necessary enforcement action against Tri-County, its board, or its employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

12. **A status conference is scheduled for 11:00 a.m. on Tuesday, January 15, 2013 in the 6th Circuit Probate Division in Concord.** The special trustee, appropriate and authorized representatives of Tri-County, and the Director of Charitable Trusts, shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as may be necessary. A further order of the court may be issued following that hearing.

SO ORDERED.

Dated: December 14, 2012

2:00 p.m.

David D. King, Judge

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 102

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Tri-County Community Action Programs, Inc. (Vendor #177195), 30 Exchange Street, Berlin, NH 03570, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $611,907.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$281,447.00
			Subtotal	$281,447.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$137,281.00
			Subtotal	$137,281.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$193,179.00
			Subtotal	$193,179.00
			Total	$611,907.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, statewide

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Tri County Community Action Programs, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $611,907.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name		CFS	Con Hosp	Fam 1st	FIT	Easter Seals	FOR-NH	GC HOC	GNCA	Headrest	Horizons	MHCGM	MFS	NHS	Phoenix	NCADD	SENHS	TYC	Tri-CAP	NESCT
Contract Purpose	TX&RSS																			
RFP Score Summary																				
RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.30	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$170,236	$85,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$144,501	$2,615,553	$513,951	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,803	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Blubm	Prog. Planner/Rev. Spec	Family Services	
5	Alan West,Ph D	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Programs, Inc.		**1.4 Contractor Address** 30 Exchange Street, Berlin, NH 03570	
1.5 Contractor Phone Number 603-869-2210	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $611,907.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Joseph L. Costello, Chief Executive Officer	

1.13 Acknowledgement: State of New Hampshire, County of Coos

5-22-12

On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace Seal: Suzanne C. French	SUZANNE C. FRENCH NOTARY PUBLIC State of New Hampshire My Commission Expires August 13, 2013
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary	
1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*) By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Jeanne P. Herrick, Attorney	On: 4 June 2012
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 5/4
Date: 5/22/12

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 5/25/10

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: [signature]
Date: 5/20/10

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: Tri-County Community Action Programs, Inc.

ADDRESS: 30 Exchange Street, Berlin, NH 03570

EXECUTIVE DIRECTOR: Joseph Costello
TELEPHONE: 603-869-2210

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Residential – Treatment Adult		Statewide	138	$463,730.00
Transitional Living Program – Adult		Statewide	18	$148,177.00
Group – Recovery Support Services *			78	0

* Group Recovery Support Services are funded by the Department of Health & Human Services, Access To Recovery initiative.

B. Required Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:
New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:

The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be

assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.

5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program

at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.

f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner

Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of	Under development

	care	
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made

to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: Tri-County Community Action Program

ADDRESS: 30 Exchange Street, Berlin, NH 03570

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Joseph Costello
TELEPHONE: 603-869-2210

Vendor #177195-B009

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 193,179.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 137,281.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 281,447.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $611,907.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for

performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)

ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.

iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization.

Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. **Allocation of Funding:**

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. **Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:**

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. **Charitable Choice:**

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

II.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

See page 26a

Check ☐ if there are workplaces on file that are not identified here.

Tri-County Community Action Programs, Inc. **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

(1) Contractor Name *Period Covered by this Certification*

(2) Name and Title of Authorized Contractor Representative

Joseph L. Costello, Chief Executive Officer

(3) Contractor Representative Signature *Date*

5/22/12

Friendship House (Central Location)

2957 Main St. / Grafton County

Bethlehem, NH 03574

Friendship House Outpatient

6 Church St./ Grafton County

Woodsville, NH 03785

Contractor Initials: _____

Date: 5/22/13

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

B. *Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Signature	*Contractor's Representative Title*
Tri-County Community Action Programs, Inc.	5/22/12
Contractor Name	*Date*

This page was intentionally left blank.

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of

excluded parties). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) ***PRIMARY COVERED TRANSACTIONS***

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Chief Executive Officer

Contractor Signature **Contractor's Representative Title**

Tri-County Community Action Programs, Inc. 5/22/13

Contractor Name **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Chief Executive Officer

Contractor Signature **Contractor's Representative Title**

Tri-County Community Action Programs, Inc. 5/22/12

Contractor Name **Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	Chief Executive Officer Contractor's Representative Title
Tri-County Community Action Programs, Inc.	5/22/12 Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	Tri-County Community Action Programs, Inc.
The State Agency Name	Name of Contractor
Nancy L. Rollins	CEO
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Joseph L. Costello
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Chielf Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/22/12
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

III. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)

Joseph L. Costello, Chief Executive Officer
(Authorized Contractor Representative Name & Title)

Tri-County Community Action Programs, Inc.
(Contractor Name)

5/22/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

X NO _____ YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Rudolph Urban, of Tri-County Community Action Program, Inc., do hereby certify that:

1. I am the duly elected Secretary of Tri-County Community Action Program, Inc.;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on April 26, 2012;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Joseph L. Costello is the duly elected Chief Executive Officer of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 22nd day of May, 2012.

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Rudolph Urban.

Notary Public/Justice of the Peace
My Commission Expires:

SUZANNE C. FRENCH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
August 13, 2013

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This fourth Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 4") dated July 16, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #112) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013 (Item #134), (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99), and (Amendment #3 to the Contract) approved on June 24, 2015 (Item #29) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to add scope of work and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $282,545.50.

3. Add Exhibit A-1, Scope of Services

4. Delete in its entirety Exhibit B Amendment #3, Methods and Conditions Precedent to Payment and replace with Exhibit B Amendment #4, Methods and Conditions Precedent to Payment.

Contractor Initials: AH
Date: 7/16/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/20/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

The Youth Council

7/16/2015
Date

NAME Elizabeth G. Houde
TITLE Executive Director

Acknowledgement:
State of N.H., County of Hillsborough on 7/16/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
DEBRA N. FARRAR, Notary Public
My Commission Expires March 28, 2017

Contractor Initials:
Date: 7/16/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/15
Date

Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: _____
Date: 7/16/15

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall complete the Scope of Work described in Exhibit A-1 from the effective date of Amendment #4 through September 30, 2015.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. The Contractor shall provide for Department approval, within 5 business days from the effective date of the Amendment #4, a plan that describes the scope of work that will be provided to improve current services and/or to expand capacity for substance use disorder treatment and recovery support services, as defined in Section 2.2. below.

2.1.1. The Contractor may amend the Department approved plan, defined in Section 2.1 above, by submitting an amended plan to the Department for approval, before the end date in Section 1.1. above.

2.2. The Contractor shall complete at least one of the Improving Current Services and Expanding Capacity projects from the four Categories listed below (Sections 2.2.1 through 2.2.4):

2.2.1. Improving Existing Facilities such as, but not limited to:

2.2.1.1. Installing camera systems to increase safety for clients and staff.

2.2.2. Purchasing Equipment, Software, and Program Supplies such as, but not limited to:

2.2.2.1. Replacing equipment that is not in good working order to improve staff efficiency and client safety;

2.2.2.2. Purchasing equipment to support new staff being hired to expand service capacity;

2.2.2.3. Purchasing equipment to improve the treatment experience for clients;

2.2.2.4. Purchasing computers to allow clients to look for work and otherwise prepare to transition back into and contribute to the community;

2.2.2.5. Purchasing Electronic Medical Record, Billing, and other software systems to increase efficiency and meet Federal requirements;

Contractor Initials GH
Date 7/16/15

2.2.2.6. Purchasing toiletries and other necessities for clients who are not yet able to purchase these on their own.

2.2.3. Purchasing Program Materials (curricula, journals, books, etc.) such as:

2.2.3.1. Replacing program materials that are outdated, worn out and/or depleted;

2.2.3.2. Purchasing new program materials to implement and/or expand evidence based practices for new and current programs.

2.2.4. Paying for Staff/Consultant Costs such as, but not limited to:

2.2.4.1. Temporarily increasing the hours of existing staff to complete short-term projects, such as developing policies, procedures, protocols, forms and case management formats for new programs to expand capacity;

2.2.4.2. Training new and existing staff to implement and/or expand evidence based practices for new and current programs;

2.2.4.3. Hiring consultants to assist with obtaining necessary licensures and designing new programming to expand capacity;

2.2.4.4. Staff or consultant time to survey the service gaps in the community and develop strategies and programming for filling those gaps;

2.2.4.5. Covering the initial costs of hiring new staff to increase efficiency by filling current gaps in program staffing or to expand capacity.

2.2.5. The Contractor may propose an alternate Improving Current Services and Expanding Capacity project(s) that is not list above in Sections 2.2.1 through 2.2.4. and that is compliance with the Catalog of Domestic Assistance ##93.959.

2.3. The Contractor will submit a progress report to the Department by September 10, 2015 against the defined plan approved by the Department.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services and Exhibit A-1, Scope of Services.

A. Funding for Exhibit A, Amendment #3

For the period of July 1, 2015 through December 31, 2015, funding for Exhibit A Amendment #3 is funded by various sources as a percentage of the total amount of $37,506.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32% General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with the funding requirements above.

The Contractor shall comply with Sections II through VIII for payment and invoicing instructions for services provided in Exhibit A Amendment #3.

B. Funding for Exhibit A-1, Scope of Services

From the effective date of Amendment #4 through September 30, 2015, the State shall pay the Contractor an amount not to exceed $20,000, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

Funding is 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

The Contractor agrees to provide the services in Exhibit A-1, Scope of Services in compliance with the funding requirements above

The Contractor shall comply with Section IX for payment and invoicing instructions for services provided in Exhibit A-1, Scope of Services.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor

may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table

An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.

Contractor's Services	Substance Use Disorder Treatment and Recovery Services	DHHS Established Rate	Service Limit
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.
**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.
*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.

iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:
- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.

- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

IX. Payment and Invoicing Instructions for Exhibit A-1, Scope of Services

A. Payment for said services shall be made as follows:

i. The Contractor will submit one invoice by October 10, 2015, which identifies and requests reimbursement for authorized expenses incurred for the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

ii. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

B. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

C. The Contractor shall provide supporting documentation to support evidence of actual expenditures identified on the invoice and in accordance with the Department approved plan, such as but not limited to: a copy of the approval from the Department to expend the funding; a detailed description of the scope of work that was completed; copies of invoices for purchases; and/or the names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.

D. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

E. The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in Section "I. Funding, B. Funding for Exhibit A-1," above.

F. The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.

G. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

H. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are defined in Section "VI Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds," above.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on March 19, 2009
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 16 day of July 2015.
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16 day of July, 2015.

By Christine Stein
(Name of Elected Officer of the Agency)

Debra Farrar
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DEBRA N. FARRAR, Notary Public
Commission Expires: My Commission Expires March 28, 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cathy Beauregard
Eaton & Berube Insurance Agency 11 Concord Street Nashua NH 03061	PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): E-MAIL ADDRESS: cbeauregard@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Companies	
INSURER B : First Comp	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
YOUCO The Youth Council, Inc & NH Teen Institute 110-115 West Pearl Street Nashua NH 03060	

COVERAGES **CERTIFICATE NUMBER:** 18299648 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			PHPK1182552	6/18/2015	6/18/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1182552	6/18/2015	6/18/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			PHUB461021	6/18/2015	6/18/2016	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC007430901	1/31/2015	1/31/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Professional Liability			PHPK1182552	6/18/2015	6/18/2016	$1,000,000 $3,000,000	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation Information: NH Coverage: Volunteer Board of Directors Excluded.

CERTIFICATE HOLDER

DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc L Berube

The YOUTH COUNCIL
Helping families flourish

MISSION STATEMENT

Our mission is to build strong families – free from abuse, neglect, alcohol and other drug addiction through counseling, outreach and prevention.

112 West Pearl Street, Nashua, NH 03060 • (603) 889-1090 • FAX (603) 598-1703 • www.theyouthcouncil.org

THE YOUTH COUNCIL, INC.

Financial Statements

For The Year Ended June 30, 2014

Seelye & Schulz
P.A., Certified Public Accountants

November 24, 2014

To The Board of Directors
The Youth Council, Inc.
112 West Pearl Street
Nashua, NH 03060

To The Board of Directors,

In planning and performing our audit of the financial statements of The Youth Council, Inc. as of and for the year ended June 30, 2014, in accordance with auditing standards generally accepted in the United States of America, we considered The Youth Council, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

Significant Deficiencies - A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control. Material Weakness - A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control. We believe the following constitutes a material weakness:

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Youth Council, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Nashua, NH
November 24, 2014

THE YOUTH COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2014

ASSETS

CURRENT ASSETS	
Cash	$ 53,346
Accounts receivable, net of allowance for bad debt of $2,400	27,342
Promises to give	12,725
Refundable income taxes	1,670
Prepaid expenses	2,532
	97,615
PROPERTY & EQUIPMENT	
Building	289,622
Land	28,397
Furniture & fixtures	48,112
Building improvements	266,057
	632,188
Less accumulated depreciation	330,950
	301,238
OTHER ASSET	
Loan fees, net of amortization of $80	4,699
	$ 403,552

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Current portion of long-term debt	$ 8,172
Accounts payable and accrued expenses	19,135
Deferred revenue	18,700
Accrued payroll	13,688
Accrued select time	10,719
Accrued and withheld payroll taxes	1,047
	71,461
LONG-TERM DEBT, net of current portion	353,228
OTHER LIABILITIES	
Security deposit	1,083
NET ASSETS	
Unrestricted (deficit)	(34,945)
Temporarily restricted	12,725
	(22,220)
	$ 403,552

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total 2014
SUPPORT AND REVENUE			
Support			
NH Division of Alcohol and Drug Abuse Prevention and Recovery	$ 71,886	$ -	$ 71,886
NH Dept of Juvenile Justice	94,035	-	94,035
Grants	18,100	-	18,100
City of Nashua	112,258	-	112,258
United Way	37,541	12,725	50,266
Health care tax credit	871	-	871
Contributions	27,578	-	27,578
Special events	29,199	-	29,199
Less cost of direct benefit to donors	(5,562)	-	(5,562)
	385,906	12,725	398,631
Revenue			
Client fees and third party reimbursements	67,318	-	67,318
Other	9,266	-	9,266
Commercial rental - income	38,800	-	38,800
Commercial rental - expenses Note D	(36,137)	-	(36,137)
	79,247	-	79,247
TOTAL SUPPORT & REVENUE	465,153	12,725	477,878
NET ASSETS RELEASED FROM RESTRICTIONS:			
Satisfaction of time restrictions	5,863	(5,863)	-
	471,016	6,862	477,878
EXPENSES			
Program services			
Family Abuse & Neglect	119,439	-	119,439
Delinquent & Pre-delinquent	209,318	-	209,318
Treatment & Prevention of Substance Abuse	71,320	-	71,320
	400,077	-	400,077
Management and General	51,032	-	51,032
Fundraising	10,515	-	10,515
TOTAL EXPENSES	461,624	-	461,624
INCREASE IN NET ASSETS	9,392	6,862	16,254
NET ASSETS (DEFICIT), Beginning of Year	(44,337)	5,863	(38,474)
NET ASSETS (DEFICIT), End of Year	$ (34,945)	$ 12,725	$ (22,220)

The Accompanying Notes Are An Integral Part of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2014

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 16,254
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization (Program expense)	13,120
Depreciation and amortization (Rental expense)	8,741
Change in assets and liabilities:	
(Increase) decrease in accounts receivable	(525)
(Increase) decrease in promises to give	(6,862)
(Increase) decrease in refundable income taxes	(871)
(Increase) decrease in prepaid expenses	(292)
Increase (decrease) in accounts payable	1,686
Increase (decrease) in deferred revenue and refundable advances	(18,480)
Increase (decrease) in accrued payroll, select time and withheld payroll taxes	(1,606)
Net cash provided by operating activities	11,165
CASH FLOWS FROM INVESTING ACTIVITIES	
Increase in loan fees	(4,778)
Purchase of equipment	(3,256)
Decrease in security deposit	(2,415)
Net cash used in investing activities	(10,449)
CASH FLOWS FROM FINANCING ACTIVITIES	
Payment of long term debt	(292,780)
Long term debt proceeds	361,400
Repayment on line of credit	(32,500)
Net cash provided by financing activities	36,120
Net increase in cash and cash equivalents	36,836
Cash and cash equivalents, beginning of year	16,510
Cash and cash equivalents, end of year	$ 53,346

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE YOUTH COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	PROGRAM SERVICES						
	Family Abuse & Neglect	Delinquent & Pre-delinquent	Treatment & Prevention of Substance Abuse	Total Program Services	Management & General	Fund Raising	2014 Total
Salaries - staff - Note F	$ 86,115	$ 119,515	$ 44,314	$ 249,944	$ 11,297	$ 6,184	$ 267,425
Payroll taxes	7,086	9,834	3,646	20,566	5,631	508	26,705
Health insurance	8,636	11,986	4,444	25,066	6,863	621	32,550
Audit	-	-	-	-	5,800	-	5,800
Bad debt	-	-	2,706	2,706	-	-	2,706
Bank charges	-	-	-	-	2,488	-	2,488
Computer supplies & services	989	1,372	508	2,869	786	72	3,727
Consultant	-	-	600	600	-	-	600
Dues & subscription	4	55	375	434	678	-	1,112
Fundraising	-	-	-	-	-	2,120	2,120
Insurance	2,647	3,673	1,362	7,682	2,103	190	9,975
Interest	2,157	6,094	2,493	10,744	2,917	109	13,770
Maintenance & repairs	1,905	5,382	2,201	9,488	2,576	96	12,160
Meetings	183	254	94	531	145	13	689
Miscellaneous	175	242	90	507	139	11	657
Office expenses & supplies	1,752	2,431	902	5,085	1,392	126	6,603
Other fees	56	78	29	163	45	4	212
Parking	1,369	1,899	704	3,972	1,088	98	5,158
Postage	324	449	167	940	257	23	1,220
Printing	85	118	44	247	68	6	321
Program costs	177	32,332	1,179	33,688	-	-	33,688
Supplies	195	271	100	566	155	15	736
Telephone	1,044	1,448	537	3,029	829	75	3,933
Training	166	231	85	482	132	12	626
Travel	492	683	253	1,428	391	36	1,855
Utilities	1,827	5,164	2,112	9,103	2,472	93	11,668
Total Expenses Before Depreciation and Amortization	117,384	203,511	68,945	389,840	48,252	10,412	448,504
Depreciation and amortization expense	2,055	5,807	2,375	10,237	2,780	103	13,120
Total Expenses	$ 119,439	$ 209,318	$ 71,320	$ 400,077	$ 51,032	$ 10,515	$ 461,624

The Accompanying Notes Are An Integral Part of These Financial Statements.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Agency provides counseling, diversion programs, and onsite services designed to strengthen families, improve decision-making skills, and reduce involvement with the legal system for children, teens, and families struggling with abuse, neglect, substance abuse, behavioral difficulties, and parenting stress.

Accounting Method

Support, revenue and expenses are recorded on the accrual basis of accounting. Contract revenue is recognized when services are rendered. Donations are recorded when unconditionally pledged. Expenses are recorded when the obligation has been incurred.

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted Net Assets – Result from activities that have no restrictions placed on them by the funding sources.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Temporarily Restricted Net Assets – Result from funding which has either time or use restrictions placed on it by the funding sources. The balance at June 30, 2014, consists of the following:

Program and management services	$ 12,725

Permanently Restricted Net Assets – Result from funding which has permanent restrictions placed on it by the funding source.

Accounts Receivable

The Agency utilizes the reserve method of accounting for bad debts. Management determines the allowance based on its historical information and a review of the individual balances. A reserve of $2,400 was required as of June 30, 2014.

Property, Equipment and Depreciation

Property and equipment is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

Description	Life
Building	30 years
Furniture & fixtures	3-7 years
Building improvements	7-31.5 years

Other Assets

Loan fees are being amortized on the straight line basis over ten years. Amortization expense for the year ended June 30, 2014, was $80. The unamortized loan fee of $1,361 from the prior mortgage was expensed for a total amortization amount of $1,441.

Cash Flows

For purposes of the statement of cash flows, the Organization considers all short-term securities purchased with a maturity of three months or less to be cash equivalents.

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Youth Council, Inc. is generally exempt from income taxes pursuant to the Internal Revenue Code Section 501(c)(3). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income.

The current year unrelated business income tax is zero. The Agency qualified for the health insurance premium credit which will be refunded in the amount of $871.

The Organization's income tax filings are subject to audit by various taxing authorities. As of June 30, 2014, the Organization's open audit periods included years ending June 30, 2011 through 2014. The Organization believes it has met all the requirements to maintain its not-for-profit status.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

NOTE B. NOTE PAYABLE

The Youth Council, Inc. was obligated on the following note at June 30, 2014:

Note payable bank, interest at 4.5%, payable in monthly installments of $2,022, secured by real estate, in May 2024 the remaining principal becomes a demand note	$ 361,400
Less current portion	8,172
	$ 353,228

NOTE B. NOTE PAYABLE (Continued)

Annual principal payments for the next five fiscal years are as follows:

Fiscal Year End June 30,	Principal
2015	$ 8,172
2016	8,548
2017	8,940
2018	9,351
2019	9,781
Thereafter	316,608
	$ 361,400

NOTE C. SATISFACTION OF USAGE RESTRICTIONS

Net assets are released from donor restrictions by incurring expenses that satisfy use restrictions or the passage of time restrictions.

The following net assets were released from restrictions during the year ended June 30, 2014:

Program and management services	$ 5,863

NOTE D. COMMERCIAL RENTAL EXPENSES

Rental expenses relate to the 44% of the Agency's building that was rented to others and consist of the following:

Depreciation & amortization	$ 8,741
Tax preparation	500
Insurance	5,319
Building repairs	3,665
Utilities	2,772
Interest	10,875
Bad debt	2,400
Real estate taxes	1,865
	$ 36,137

NOTE E. PENSION PLAN

The Organization adopted a qualified 403(b) retirement plan for employees who are at least 21 years of age, working at least 30 hours per week, and have completed 30 days of employment. The plan allows for employee contributions in accordance with the Internal Revenue Code. There is no provision for a contribution by the Organization.

NOTE F. MANAGEMENT SERVICES AFFILIATE

The Agency was engaged by four unrelated parties to provide advisory and bookkeeping services. Service fees totaling $60,350 were recorded as a reduction of staff payroll of $57,137 and program costs of $3,213 in the accompanying Statement of Functional Expenses.

NOTE G. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2014, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE H. SUBSEQUENT EVENTS

Management has evaluated events through date November 24, 2014, the date that the financial statements were available to be issued.

The YOUTH COUNCIL
Helping families flourish

Board of Directors – May 2015

PRESIDENT **Christine Stein (2011)** BAE Systems [redacted]	**Debra Farrar (2012)** People's United Bank [redacted]	**Janet Valuk (2015 – pending)** Nashua Prevention Coalition c/o United Way of Greater Nashua [redacted]
VICE PRESIDENT **Sgt. Todd Martyny (2013)** Nashua Police Dept. [redacted]	**Laura Z. Franco (2013)** Bilingual Consultant [redacted]	**ADVISORS** **Bill Clifford (2007)** Vigilant Capital Management Portsmouth, NH [redacted]
TREASURER **Larry Szetela (1989)** ***Past President*** Laurence Szetela, CPA [redacted]	**John Phelan (2015 – new)** Enterprise Bank [redacted]	**Carl DuBois (2008)** Harvey Construction Corp [redacted]
SECRETARY **Carolyn Oguda (2011)** Philips HealthCare [redacted]	**Carol Powis (2015)** New Sky Productions [redacted]	**Brian C. Kelly (2002)** ***Past President*** Winer and Bennett, LLP [redacted]
Betsy Houde (non-member), Executive Director **(1996)** [redacted]		[redacted]

ELIZABETH G. HOUDE

[redacted]

SUMMARY

Proven nonprofit leader with more than 25 years of experience in agency/project management and community collaboration. In addition to providing strategic leadership for nonprofits and community coalitions, I am skilled in public speaking and writing, and committed to personal and professional growth. Further, I have built a cadre of connections in New Hampshire and around the country through leadership roles and through being selected as a fellow with the Robert Wood Johnson Foundation.

NONPROFIT LEADERSHIP

Community Health Institute, Bow, NH, 2013 – present. Consultant. Subcontracted to help develop a Center for Excellence in Court Diversion engaging community stakeholders, developing learning community and implementing evaluation and sustainability strategies to ensure on-going quality of court diversion programs in New Hampshire.

The Youth Council, Nashua, NH, 1996 - present . Executive Director. Revitalized 23-year-old nonprofit to become premiere youth-serving agency in greater Nashua, NH, offering innovative intervention and treatment programs for children, teens and families. Introduced outcome measures, evidence-based practices and business process improvements and developed numerous collaborative relationships with area schools, police and other nonprofits.

Merrimack Safeguard, 2010 – present. Project Director. Appointed to lead assessment, capacity building and planning for community coalition through Drug Free Communities grant. Spearheaded development of logic model and action plan following federal guidelines, and facilitated coalition infrastructure development including volunteer leadership, by law creation and branding. Developed system tools to promote accountability and follow-through.

NH Teen Institute, 2007 - 2010. Executive Director, Facilitated sustainability of 24-year-old nonprofit. Revitalized mission, introduced evidence-based practice, spearheaded shift to the next developmental stage. Facilitated board transition, policies and practices toward heightened accountability. Transitioned to new leadership in January 2011.

STATE-LEVEL APPOINTMENTS

Governor's Commission on Alcohol and Other Drugs. Public Member. 2001 – 2013. Appointed to serve in an advisory capacity regarding the delivery of effective and coordinated substance abuse prevention, intervention, treatment and recovery services. Executive Committee member. Prevention Task Force, 2010 – present.

Reclaiming Futures. Advisory Board. 2002 – 2007. Appointed to NH District Court's initiative to connect courts, communities and substance-involved youth. Reviewed best practices toward developing coordinated system of care.

New Futures. 2001 – 2005. Member, Board of Directors, 2001 - 2003. Appointed to board of nonprofit devoted to policy and programming toward reducing underage drinking and increasing access to treatment. Served on Executive Committee. Invited to join National Advisory Board of Adolescent Treatment Initiative in 2004.

Endowment for Health. 1999 – 2002. Appointed by Attorney General as founding board member of $85million health care conversion foundation. Served on steering committee, named co-chair of first Program Development Committee, and as board liaison to grant review team recommending $2.5million of initial grant awards.

PERSONAL & PROFESSIONAL GROWTH

CADCA National Coalition Academy, training completed February 2011.

Robert Wood Johnson Foundation *Developing Leadership in Reducing Substance Abuse*. Fellow. 2002 - 2006. Selected as one of 10 emerging leaders for investment toward building personal and professional leadership skills. Interviewed colleagues and wrote book entitled *Leaders Unmasked: A Celebration of Guts and Grace* as final project.

Project Connect, a Robert Wood Johnson initiative to train emerging leaders to work with elected officials, 2003.

Radiant Communication Strategies, a consultative training to develop communications skills, 2002.

CIVIC ENGAGEMENT

Rotary Club of Nashua West. Member, 1997 - present. President, 2013-14. Board of Directors 2008 – present. Membership chair 2007- 2012. Volunteer Coordinator 2004 – present; Special Projects chair 2005 – 2007;

United Way of Greater Nashua. 1996 – present. Outcome Measures (1997), Management Assistance (1998) and Community Needs Assessment (1999, 2002, 2004, 2007, 2009, 2013).

Merrimack Drug Advisory Council/Merrimack Safeguard. 1996 – 2010. Active member of community collaboration preventing alcohol and other drug problems. Appointed as project director for Drug Free Communities Grant in 2010.

Leadership Greater Nashua, a program of the Nashua Chamber of Commerce, 1999.

Nashua Mayor's Task Force on Youth. 1997 – 2002.

Rivier College Counseling Advisory Board. 1993 - 2000.

Child Welfare Advisory Board. 1997–2000.

State Leadership Team. Concord, NH. 1995 - 1996.

Network. Nashua, NH. 1993 - 1997.

Child Welfare League of America. Washington, DC. 1993 - 1996. Served on *Family-Focused Working Group* comprised of leaders in family- centered care from around the country. Contributed two articles to CWLA's *Mapping a New Direction Resource Guide*.

HONORS & AWARDS

New Futures, 2013. *Dr. Tom Fox Excellence Award* for sustained leadership, excellence and exemplary contributions to the field of alcohol and other drug problems in New Hampshire.

Nashua Telegraph, 2013. Named one of Greater Nashua's 25 Extraordinary Women.

Rotary Club of Nashua West, 2006. Paul Harris Fellow contribution, Award of Excellence, Creative Idea award.

Community Champion, 2002. WMUR and Citizens Bank.

New Hampshire Children's Trust Fund, 2000.Outstanding management in program evaluation.

Commendation NH Governor Jeanne Shaheen,1999. Excellence in leadership on behalf of children and families.

Rivier College Annual Counseling Award,1999. Distinguished contributions to students and the community.

OTHER EXPERIENCE

Empty Nest Glassworks/Small Business Owner. Lampwork Artist, 2008 – present. Skilled in hand-melting glass gifts and jewelry using oxygen/propane torch and glass rods. Facebook fan page has grown to over 175 members. Member of The Craftworkers' Guild, Bedford, NH since 2014.

Nashua Children's Home, Nashua, New Hampshire, 1983-1996. Director of Program Management /Community Relations. 1993-1996. Promoted to created positions to implement family-centered philosophy in residential and home-based programs. Presented at workshops from Boys Town to Washington, DC on family-centered practices. Clinical Experience 1983-1993. Counseled children, teens and families struggling with abuse, neglect, behavioral difficulties and emotional handicaps. Served as Family Program Supervisor, Therapist and Residential Counselor.

EDUCATION

Master of Arts in Counseling, with distinction. Rivier University, Nashua, New Hampshire, 1990.

Bachelor of Arts, cum laude. Connecticut College, New London, Connecticut, 1983. Majors: Sociology-Based Human Relations and Child Development. Dean's List, American Association of University Women Award.

Patricia A. Duffy, MA, LCMHC

[redacted]

Professional Experience:

THE YOUTH COUNCIL, Nashua, NH *12/08-Present*

- **Clinical Director** – Monitor clinical services provided by the agency's therapists. Supervise the development of therapists toward licensure and mentor licensed therapists to a higher degree of professionalism and clinical knowledge. Oversee the development of Master-level interns. Provide assessment, treatment planning, and psychotherapy services to children, adolescents and families.
  3/12-present
- **Clinical Site Supervisor** – Provide supervision to Master-level interns.
  9/11-present
- **Psychotherapist** – Provide therapy to children, adolescents and families, both at the agency and as needed at the high school and middle school in Merrimack, NH. Collaborate on a regular basis with professionals in the community as well as school personnel.
  12/08-present

COMMUNITY COUNCIL OF NASHUA, Nashua, NH *1996-2008*

- **Psychotherapist** – Provided outpatient therapy to children, adolescents and families. Clinical responsibilities also included assessment and diagnosis, treatment planning, crisis intervention and psycho-education. As a member of a multi-disciplinary team, consulted and collaborated with agency colleagues, as well as professionals in the community. Member of the Dialectical Behavior Therapy consultation team.
  8/96-11/08
- **Emergency Services Clinician** – Assisted clients in accessing support, and managing current crisis and psychosocial stressors. Assessed risk level and developed plan to address crisis. Collaborated with on-call psychiatrist and emergency room as necessary.
  7/06-11/08
- **Representative to Nashua Network** – Served as the agency's representative to the Nashua Network, an association of community agencies coming together to discuss issues and programs related to youth and families.
  2000-2006

UNIVERSITY OF MASSACHUSETTS, Lowell, MA *1994-1995*

- **Counseling Intern** – Provided therapy for undergraduate students dealing with a range of issues including eating disorders, sexual abuse, anxiety, depression, relationship/family issues, and dependency and separation issues. Co-facilitated weekly support group for adults returning to school.

RAPE AND ASSAULT SUPPORT SERVICES, Nashua, NH *1993-1996*

- **Volunteer Advocate and Group Facilitator** – Worked on the crisis line offering intervention and support to victims of sexual assault, childhood sexual abuse and domestic violence. Co-facilitated a weekly group for victims of domestic violence.

NEW YORK HOSPITAL – CORNELL MEDICAL CENTER,
White Plains, NY *1979-1980*

- **Mental Health Worker** – Provided therapeutic care for emotionally handicapped children ages 6-12 in a residential setting. Assisted in the development and implementation of treatment planning.

Education:

Rivier College, Nashua, NH May 1995
MA in Counseling with an emphasis in Clinical Psychotherapy

Mercy College, Dobbsferry, NY 1976
Major: Behavioral Sciences Minor: Elementary/Special Education

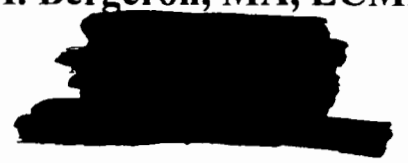
Professional Associations:

National Certified Counselor with NBCC
New Hampshire Mental Health Counselors' Association

Professional License:

New Hampshire Licensed Clinical Mental Health Counselor

Lindsey M. Bergeron, MA, LCMHC, CPS



Employment:

05/08	to	Present	Master Level Therapist The Youth Council, Nashua, NH 03060
9/07	to	05/08	Master Level Intern The Youth Council, Nashua, NH 03060
05/99	to	10/07	Shift Supervisor Rite Aid, Hudson, NH 03051
2/07	to	9/07	Volunteer Home Health and Hospice Care, Merrimack, NH 03054
9/03	to	12/03	Volunteer The Gathering Place, Nashua, NH 03060
9/01	to	11/01	Care Provider Gateways, Nashua, NH 03064
6/00	to	9/00	Agent's Assistant Century 21 One Step Realty, Nashua, NH 03063
6/99	to	9/99	Secretary GL&V, Nashua, NH 03060

Experience:

- Provide individual and group counseling to children and adolescents
- Coordinate agency telephone intakes and referrals
- Provide counseling to teens enrolled in both the suspension center and court diversion programs
- Hire/Train/Evaluate personnel
- Compile and maintain sales reports
- Customer service
- Maintain proper level of store merchandise
- Filing and typing

Memberships and Affiliations:

2009-Present	American Mental Health Counselors Association, Clinical Affiliate
2007-2009	American Mental Health Counselors Association, Student Affiliate
2001-2007	American Psychological Association, Student Affiliate

Education and Licensure:

2010	Obtained Certification as a Prevention Specialist in New Hampshire
2010	Obtained Licensure as a Clinical Mental Health Counselor in New Hampshire
2008	Master of Arts Degree in Mental Health Counseling Rivier College, Nashua, NH 03060
2005	Bachelor of Arts Degree in Psychology, Minor Concentration in Sociology Rivier College, Nashua, NH 03060

References Available Upon Request

Jessica Bennett, MA, LADC1

[redacted]

Objective

To obtain a job in which I can use the skills and knowledge I have learned through all of my previous experiences.

Personal Attributes

I am a quick and efficient learner and am willing to take on any challenge. I have acquired many skills through my education and experience, which has made me a compassionate, responsible and dedicated leader.

Education

Undergraduate School:
Plymouth State University
19 Highland Avenue
Plymouth, NH 03264
Major: Psychology; concentration in mental health
Minor: Health

Graduate School:
Framingham State University
100 State Street
Framingham, MA
Master's Degree: Counseling Psychology

Relevant Experience

Advocates, Inc – *Therapist*, December 2014 – Present
Advocates provides outpatient therapy for individuals with mental health and substance abuse issues.
Responsibilities include:
Providing individual and group therapy for individuals through the outpatient clinic and drug court program.
Engage with team members to provide the best well-rounded services for individuals.
Complete intake assessments for first offender DUI program and court ordered substance abuse evaluations.

South Middlesex Opportunity Council – *Therapist*, November 2013 – December 2014
SMOC is an agency that provides individual, group and in-home family therapy.
Responsibilities include:
Providing individual, group and family therapy in the outpatient and home settings.
Ability to complete intake assessments which include bio-psychosocial, treatment plan and diagnostic summary.
Working with each client to ensure they are receiving the most appropriate level of care.
Engaging with other providers to help assist client in receiving all necessary services.

Merrimack River Medical Services -- *Counselor*, May 2013 – November 2013
MRMS is a Methadone clinic for Opioid Dependent individuals.
Responsibilities include:
Providing one-on-one and group therapy sessions for clients

Ability to complete intake assessments which include the bio-psychosocial, treatment plan, diagnostic summary and anxiety and depression screening
Working with each client to establish short-term and long-term goals
Extensive knowledge about Opioid dependence and other substances

Spectrum Health Systems – *TSS Clinician*, July 2011 – May 2013
Spectrum Health System's TSS program is a facility for adults working toward their recovery from addiction.
Responsibilities include:
Meeting with clients in one-on-one and group settings to discuss recovery techniques and resources
Assisting the clients with establishing short-term and long-term goals
Working with each client to develop an effective plan for aftercare
Ability to document necessary information on a daily basis

South Middlesex Opportunity Council -- *Therapeutic Trainer*, September 2012 -- May 2013
A therapeutic trainer provides in-home family therapy under Children's Behavioral Health Initiative (CBHI)
Responsibilities include:
Working closely with the lead clinician on the case to ensure the individual action plan (IAP) is being followed.
Provide therapy to the identified client while including necessary family members in treatment sessions.
Develop safety plans with client and family.

Additional Experience

Sage House -- *Family Therapy Intern*, June 2012 -- May 2013
Chauncy Hall Academy -- *Direct Care Staff*, June 2010 -- December 2010
The Friendship Connection – *Intern*, December 2009 – May 2010
Brian's House – *Visitation Supervisor*, September 2008 – December 2008

Strengths and Skills

CANS Certified (in MA)
Outstanding interpersonal skills
Attention to detail
Strong communication skills
Exceptional leadership skills
Proficient in MS Word, Excel, PowerPoint, Photo Shop

Mary High
[redacted]

PROFESSIONAL EXPERIENCE

2005- Present **Intervention Counselor**
The Youth Council, Nashua, NH
Responsible for providing direct services to at-risk youth suspended from school or arrested for first time offenses. Skills include assessing issues, linking teens with community resources and locating community-based supports to help them improve decision-making skills. Built solid relationships with local school district and police department. Also assisted with agency fundraising and marketing activities.

1990 - 2005 **Residential Counselor and Supervisor.** Nashua Children's Home, Nashua, NH
Assisted with daily living skills of emotionally disturbed children, developed and implemented treatment plans and created and maintained a therapeutic environment. Responsibilities included providing formal and informal supervision to program staff, preparing weekly staff schedules, representing the residence in case conferences and implementing agency programs and policies.

1994 - 2005 **Educational Coordinator.** Nashua School District, Nashua, NH
Served as primary contact to the public school system and alternative education settings. Coordinated public school programs in relation to children in a residential treatment facility. Skilled at writing and presenting educational summaries for case conferences. Maintained open lines of communication to teachers, guidance counselors and parents. Responsibilities also included attending school staffings and IEP meetings, helping develop Individual Education Plans and implementing incentives for youth to help them be successful in the school year.

EDUCATION

1990 **Frostburg State University**
Bachelor of Science, Psychology

1988 **Ferrum College**
Associates Degree, Liberal Arts

REFERENCES

Available Upon Request

The YOUTH COUNCIL
Helping Families Flourish

The Youth Council
July 2015 Amendment

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jessica Bennett	Substance Abuse Therapist	$35/hour	100%	$1295
Mary High	Intervention Counselor	$17/hour	100%	$543
Elizabeth Houde	Executive Director	$80,000	4% (87.5 hrs)	$3365
				$5203

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This third Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 3") dated May 4, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 20, 2012, (Item #112) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013 (Item #134) and (Amendment #2 to the Contract) approved on June 18, 2014 (Item #99) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to extend the completion date by six (6) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to December 31, 2015.

3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: $262,545.50.

4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number, to read: (603) 271-9558.

6. Delete in its entirety, Exhibit A Amendment #2, Scope of Services and replace with Exhibit A Amendment #3, Scope of Services.

7. Delete in its entirety, Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.

Contractor Initials: _____
Date: 5/11/15

8. Delete in its entirety, Exhibit C, Special Provisions and replace with Exhibit C Amendment #1, Special Provisions.

9. Add Exhibit C-1, Revisions To General Provisions.

10. Delete in its entirety Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, and replace with Exhibit D Amendment #1, Certification Regarding Drug-Free Workplace Requirements.

11. Delete in its entirety Standard Exhibit E, Certification Regarding Lobbying, and replace with Exhibit E Amendment #1, Certification Regarding Lobbying.

12. Delete in its entirety Standard Exhibit F, Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and replace with Exhibit F Amendment #1, Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

14. Delete in its entirety Standard Exhibit H, Certification Regarding Environmental Tobacco Smoke and replace with Exhibit H Amendment #1, Certification Regarding Environmental Tobacco Smoke.

15. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.

Contractor Initials: _____
Date: 5/11/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/27/15
Date

Kathleen A. Dunn, MPH
Associate Commissioner

The Youth Council

5/11/2015
Date

NAME Elizabeth G. Hyde
TITLE Executive Director

Acknowledgement:
State of NH, County of Hillsborough on 5/11/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Alka Sen
Name and Title of Notary or Justice of the Peace

ALKA SEN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Jan. 25, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/15
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: _____
Date: 5/11/15

Exhibit A Amendment #3

Scope of Services

A. Population Served

The Contractor will provide substance use disorder treatment services to New Hampshire residents who:

- meet diagnostic, financial, and other eligibility criteria, as defined in Section C, Clients Eligible for Treatment Services; and
- Reside in any city or town, or who are homeless, in New Hampshire.

B. Required Treatment Services

The Contractor will provide treatment services as identified in the **Service Table** below. An "X" denotes the services that the Contractor will provide to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Service Table

Required Services	Treatment Services
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Outpatient Treatment providers must provide assessment to all clients to determine the appropriate ASAM (October 2013) level of care. If this level is higher than ASAM Level 1, the outpatient provider must refer the client to the appropriate level of care and provide interim services until the client is able to enter the appropriate level of care.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women –*** Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 2.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.

Contractor Initials: [illegible]
Date: 5/11/15

Exhibit A Amendment #3

Service Table	
Required Services	**Treatment Services**
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board. No client shall be admitted to an ASAM Level 3.1 program without first having an evaluation and referral from an ASAM Level 1 provider.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. No client shall be admitted to an ASAM Level 3.5 program without first having an evaluation and referral from an ASAM Level 1 provider.

Contractor Initials: [illegible]
Date: 3/11/15

Service Table	
Required Services	**Treatment Services**
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. Required Provisions for Services

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals who have been administered Narcan to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
3) Individuals with a history of injection drug use including the provision of interim services within 14 days.
4) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
5) Individuals with substance use co-occuring mental health disorders.
6) Individuals with Opioid Use Disorders.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment

and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs must be in compliance with the most recent DHHS requirements relative to the Institute for Mental Disease (IMD) Exclusion.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
Programs above ASAM Level 1 may not accept clients in the absence of a recommendation to the program's level of care based on an evaluation by and ASAM Level 1 provider. ASAM Level 1 programs may not provide services other than evaluation until an evaluation has been completed and a level of care recommendation established. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers.
The Contractor shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. If a client contacts the contractor and has not obtained an evaluation and ASAM Level of Care recommendation, the contractor shall refer the client to an ASAM Level 1 provider to obtain this. If the client has obtained and evaluation and ASAM Level of Care recommendation from an ASAM Level 1 provider, but the contractor cannot provide that level of care to the client, the contractor shall refer the client to a program that can provide the appropriate ASAM level of care. If the contractor is an ASAM Level 1 provider or if the client's ASAM Level of Care recommendation is consistent with the level of care provided by the contractor, the contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for evaluation services will be seen for the initial evaluation within 5 business days and a final evaluation narrative and ASAM level of care recommendation and referral will be completed within 10 business days.

Those who have completed an evaluation and ASAM level of care recommendation and referral and screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.
    b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services. The provider shall assist the client with the Medicaid/NHHPP enrollment process if they are believed to be eligible for these programs.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed, which is the DHHS rate for the service in those instances in which DHHS pays any portion of the service fee. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.
5. Medication Assisted Treatment with Buprenorphine eligibility: Only those clients who are simultaneously engaged in other clinical services with the provider are eligible for these services.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the

Contractor Initials: CMT
Date: 5/11/15

use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.

2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
No client shall be eligible for treatment services without first having an evaluation and referral from an ASAM Level 1 provider. The required evaluation may be conducted by any ASAM Level 1 provider, regardless of DHHS contract status, but will only be DHHS reimbursed for DHHS contracted providers. If this evaluation is completed by a contracted provider, the evaluation shall include administration of either the ASI or GAIN.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from
http://www.kap.samhsa.gov/products/manuals/index.htm

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be a LADC, MLADC, or Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts, and the development of a regional substance misuse/abuse Continuum of Care. The Contractor is highly encouraged to serve on one of the work groups and/or leadership groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the

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Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.

3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form found at the following link:* www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

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Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

Method and Conditions Precedent to Payment

I. Funding

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A Amendment #3, Scope of Services.

For the period of July 1, 2015 through December 31, 2015, funding for this Agreement is funded by various sources as a percentage of the total amount of $ $37,506.50 as follows:

- 46% Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22% General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

The Contractor agrees to provide the services in Exhibit A Amendment #3, Scope of Services in compliance with funding requirements above.

II. Payment Methodology

The Contractor will be reimbursed for providing and delivering the services identified in Exhibit A Amendment #3, section B. The following terms and conditions detailed in this Exhibit B Amendment #3 will apply to all services unless expressly stated otherwise.

The Contractor will use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Effective July 1, 2014, the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

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Service Reimbursement Table			
An "X" below denotes the services, and their corresponding Rates and Service Limits; the Contractor will be reimbursed for in accordance with the Payment Methodology above.			
Contractor's Services	**Substance Use Disorder Treatment and Recovery Services**	**DHHS Established Rate**	**Service Limit**
X	Evaluation – ASAM Level 1 providers only	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit***	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week
	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
X	Recovery Support Services: Individual	$15.00/unit***	$160 of combined individual & group/week
X	Recovery Support Services: Group	$5.00/unit***	
X	Recovery Support Services: Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Recovery Support Services: Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Cost Reimbursement	Up to the Budget Amount

* The Contractor will bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. **Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY15.**

III. Performance Incentives:

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

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D. Performance Incentive Payout Limits:
Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

E. Failure to Meet Deliverables:
The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

F. Invoicing & Billing:
The Contractor shall complete all billing for all services defined in this Agreement through the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

V. Availability of Alternative Funding:
The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

VI. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
The Contractor agrees to use the SAPT funds as the payment of last resort.
Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)

- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VII. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

VIII. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A Amendment #3, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $1,000,000.

Contractor Initials: CMH
Date: 5/11/15

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/11/15
Date

Name: Elizabeth G. Hude
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5/11/15
Date

Name: Elizabeth G. Hude
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/11/15
Date

Name: Elizabeth G Hardie
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/11/15
Date

Name: Elizabeth G Hude
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/11/15
Date

Name: Elizabeth G. Houde
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health + Human Servs	The Youth Council
The State	Name of the Contractor
Kathleen A Dunn	Elizabeth G. Houde
Signature of Authorized Representative	Signature of Authorized Representative
Kathleen A Dunn	Elizabeth G. Houde
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/22/15	5/11/2015
Date	Date

CERTIFICATE OF VOTE

I, Christine Stein do hereby certify that:
(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of The Youth Council
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on March 19, 2009
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11 day of May 2015.
(Date Contract Signed)

4. Elizabeth G. Houde is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Christine Stein
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of May, 2015.

By Christine Stein
(Name of Elected Officer of the Agency)

Patricia F. Casey
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/23/17

PATRICIA F. CASEY
MY COMMISSION EXPIRES MAY 23, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment 2") dated this 15th day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 112 Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, (item # 112) and amended by an agreement (Amendment #1 to the Contract) approved on June 19, 2013, (Item # 134), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and;

WHEREAS, the parties agree to extend the current contract by one year.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amend Form P-37, Block 1.6 to read:
   a) 05-95-49-491510-29890000-102-500734
   b) 05-95-49-491510-29900000-102-500734
2) Amend Form P-37, Block 1.7 to read June 30, 2015.
3) Amend Form P-37, Block 1.8 to read $225,039
4) Delete Exhibit A and replace with Exhibit A Amendment #2
5) Delete Exhibit B and replace with Exhibit B Amendment #2

Contractor Initials: [illegible]
Date: 5/19/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/28/14
Date

NAME
TITLE Director

The Youth Council

5/19/2014
Date

NAME
TITLE

Acknowledgement:
State of NH, County of Hillsborough on 5/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Nicole Boyle, Notary
Name and Title of Notary or Justice of the Peace

NICOLE BOYLE, Notary Public
My Commission Expires January 27, 2015

Contractor Initials:
Date: 5/19/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Name: Rosemary Wilson
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Contractor Initials: _____
Date: 5/19/14

Exhibit A Amendment #2

Scope of Services

A. Population Served

Services are available to New Hampshire residents who meet diagnostic, financial, and other eligibility criteria for Department of Health and Human Services supported substance use disorder services as defined in Section C, Clients Eligible for Treatment Services.

B. The Contractor shall provide treatment services as identified below:

Service Table - An "X" denotes that the Contractor shall provide that service(s) to eligible individuals in accordance with all applicable laws, rules, and regulations and terms and conditions of this Agreement.

Required Services	*Treatment Services*
X	***Outpatient Treatment (ASAM Level 1)*** - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Clients may be enrolled in outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Outpatient Treatment (ASAM Level 1) – Pregnant & Parenting Women*** – Outpatient Treatment as identified above provided to pregnant & parenting women.
X	***Intensive Outpatient Treatment (ASAM Level 2.1)*** – A combination of individual and group substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day for a minimum of three days per week. Clients receiving less than this level of service should be enrolled in an outpatient program. Clients may be enrolled in intensive outpatient treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Intensive Outpatient Treatment (ASAM Level 2.1) – Pregnant & Parenting Women*** - Intensive Outpatient Treatment as identified above provided to pregnant & parenting women.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Clients may be enrolled in low-intensity residential treatment and recovery support services simultaneously when clinically appropriate. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days. Residents typically work in the community and may pay a portion of their room and board.
	Low-Intensity Residential Treatment (ASAM Level 3.1, Formerly Transitional Living) – Pregnant Women - Low-Intensity Residential Treatment as identified above provided to

Contractor Initials: [illegible]
Date: 3/19/14

	pregnant & parenting women.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
	High-Intensity Residential – Adult (ASAM Level 3.5, Formerly: Residential – Treatment Adult) and Medium Intensity Residential – Adolescent (ASAM Level 3.5, Formerly: Residential – Treatment Adolescent) - Pregnant Women - High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent as identified above provided to pregnant women.
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5) - Residential treatment services for pregnant and parenting women and their children. Continued service and transfer/discharge decisions are based on ASAM Criteria (October 2013). Clinical staff shall conduct a redetermination of ASAM level of care in response to any changes impacting level of risk on any ASAM dimension on an on-going basis and no less than every 30 days.
X	***Recovery Support Services:*** Group or individual services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Examples of recovery support services include, but are not limited to: assisting clients with enrollment in Medicaid, the New Hampshire Health Protection Program (NHHPP), or private insurance, anger management, financial management, communication skills, spiritual support, parenting skills, health management, case management, organization and time management, recovery coaching, recovery mentoring, stress management, and vocational services. Programs may focus on a single recovery support service or provide a curriculum that includes an array of recovery support services. Types of Recovery Support Services are listed below:
X	• Continuous recovery monitoring services are regular follow-ups with clients to assess the status of the client's recovery, identify any needs the client may have and help the client to address those needs, and provide early intervention for client's who have relapsed or who's recovery is otherwise at risk.
	• Enhanced Services are specialized services that remove barriers to a client's participation in treatment. Examples of these services are child care while a parent is participating in treatment or transportation to and/or from the treatment site.
X	***Recovery Support Services*** as identified above provided to pregnant & parenting women.

C. *Required Services*

Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:

Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). Any contractor with an American Society of Addiction Medicine (ASAM) (October 2013) Level 3.3 or higher level program must secure this licensing for all Level 3 programs housed within the same facility as the Level 3.3 program. In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:

The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client should be referred to a DHHS funded provider where they are able to access interim services.

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
In order to be eligible for DHHS supported services, a client must meet all eligibility criteria described below. Eligibility determination shall be conducted as follows:

1. Substance Use Disorder, Financial Eligibility & Residency Screening: The contractor shall complete the eligibility screening module in the Web Information Technology System (WITS) to determine if the client meets residency, financial, and substance use disorder potential eligibility requirements:
    a. Residency: The client must be a resident of New Hampshire or homeless in New Hampshire to be eligible for DHHS supported services; and
    b. Financial Eligibility: The client's income must be below 400% of Federal Poverty Level (FPL) to be eligible for DHHS supported services based on the sliding fee scale described below. Once the screening has been completed, the contractor shall print the associated attestation and have the client sign this document. A copy of the signed attestation shall be maintained in the client file. The client's financial eligibility shall be reassessed no less than every 120 days.; and
    c. Potential for a Substance Use Disorder: The client must screen positive for a potential substance use disorder to be eligible for DHHS funded services.
2. Evaluation: The contractor shall conduct a full substance abuse evaluation, which includes administration of either the Addiction Severity Index (ASI) in WITS or Global Appraisal of Individual Needs (GAIN).
    a. Substance Use Disorder: This evaluation shall be used to determine if the client meets Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM5) criteria for a substance use disorder. Clients who meet DSM5 criteria for a substance use disorder are eligible for DHHS funded services. Client who do not meet these criteria are not eligible for DHHS funded services.

b. Level of Care: For clients who have met all other eligibility requirements, this evaluation shall be used to determine the appropriate level of care for the client based on ASAM (October 2013) criteria. The client is eligible for DHHS funded services at the assessed level of care unless such a level of care is unavailable or the client chooses to enter a lower level of care. If the assessed level of care in unavailable, the client may choose to enter the next higher level of care.

3. Medicaid/NHHPP Eligibility: The contractor shall determine whether or not the client is eligible for Medicaid/NHHPP coverage for the identified level of care. If the client is not eligible for Medicaid/NHHPP coverage for the identified level of care, the client may be eligible for DHHS funded services. If the client is eligible for Medicaid/NHHPP coverage for the identified level of care, the client is not eligible for DHHS funded services.
4. Insurance Coverage: The contractor shall determine whether or not the client has insurance that will cover services at the identified level of care. If the client does not have insurance that will reimburse for these services at a rate equal to or greater than the DHHS rate, the client is eligible for DHHS funded services. If the client has insurance that will reimburse for these services at an amount equal or greater to the DHHS reimbursement rate, the client is not eligible for DHHS funded services. The contractor may not charge the combination of the client, any 3rd party payor, and DHHS more than the maximum charge allowed. These parties shall be charged in the following order:
    a. The maximum allowed charge will be billed to the client's insurer, if applicable.
    b. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
    c. The balance of the maximum allowed charge after deducting the client's portion and the insurance payment, if applicable, shall be charged to DHHS.

Sliding Fee Scale:

The contractor shall not charge the combination of the client, any 3rd party payor and BDAS an amount greater than the maximum rate allowed for each service. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

- Client Income is 0% - 138% of FPL: 100% of the allowed charge less any amount paid for by insurance.
- Client Income is 139% - 149% of FPL: 92% of the allowed charge less any amount paid for by insurance.
- Client Income is 150% - 199% of FPL: 88% of the allowed charge less any amount paid for by insurance.
- Client Income is 200% - 249% of FPL: 75% of the allowed charge less any amount paid for by insurance.
- Client Income is 250% - 299% of FPL: 60% of the allowed charge less any amount paid for by insurance.
- Client Income is 300% - 349% of FPL: 43% of the allowed charge less any amount paid for by insurance.
- Client Income is 350% - 399% of FPL: 33% of the allowed charge less any amount paid for by insurance.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services. If the client is not able to access interim services at the contractor's agency for geographic or other reasons, the client shall be referred to a DHHS funded provider where they are able to access interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and

the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:
The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:
For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:
DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.

3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:
The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.
2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): *http://www.hhs.gov/ocr/privacy/*
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document *http://www.dhhs.nh.gov/business/rfp/index.htm*.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see *http://www.dhhs.nh.gov/irb/*

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include withdrawal management services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment and ASAM guidelines.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

Evaluation:
The contractor shall conduct a full substance abuse evaluation, which includes administration of either the ASI or GAIN to determine eligibility for services. This evaluation must be updated every 120 days or when the client transitions to a different level of care.

Assessment of Risk for Self-Harm/Suicide: The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

Use of Best Practices: The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the WITS electronic case management system.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the Access to Recovery (ATR) initiative administered by the BDAS so long as this initiative remains available on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while

the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (evaluation, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes clinically managed low-intensity treatment programs under contract with the BDAS on behalf of DHHS as well as care coordination and recovery support services made available through DHHS contracted providers; the ATR initiative administered by BDAS, so long as this initiative remains available; and/or any other resources that become available to pay for these services that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, so long as the ATR initiative remains available, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic case management) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions.

Data and Reporting Requirements:
1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.

4. The Contractor shall comply with all research and/or information systems development activities for the electronic case management/Web Information Technology System (CM/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client evaluations including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:
The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:
1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy

of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS contractor recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with Exhibit B.

Funding for this Agreement is funded by various sources as a percentage of the total amount of $75,013 as follows:

- 46 % Federal Funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
- 22 % General Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment Funds; and
- 32 % General funds.

I. Payment Methodology

The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, paragraph B. The following terms and conditions detailed in this Exhibit B shall apply to all services unless expressly stated otherwise.

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the Service Reimbursement Table below. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2015 (effective July 1, 2014) the contractor will receive a payment for each service at the rates and within the limits described below. For clients receiving DHHS supported services, the contractor may not charge the client, any 3rd party payor, and DHHS a combined rate that is more than the rate established by BDAS for that level of service or any other fees. These parties shall be charged in the following order:

1. The maximum allowed charge will be billed to the client's insurer, if applicable.
2. The client will be charged their portion of the maximum allowed charge based on the BDAS published sliding fee scale.
3. The balance of the maximum allowed charge, after deducting the client's portion and insurance payment, if applicable, shall be charged to DHHS.

Service Reimbursement Table - A check mark indicates the services and corresponding rates the Contractor will be reimbursed for.

Check mark indicates applicable service	Service	DHHS Established Rate	Service Limit
X	Evaluation	$225	1 every 90 days
X	Outpatient – Individual	$18.75/unit***	$190 of combined individual & group/week
X	Outpatient – Group	$5.00/unit	
X	Intensive Outpatient*	$80.00/day	$320 (4 days)/week
	Low-Intensity Residential – Adult	$100.00/day	$700 (7 days) /week

Contractor Initials: GMB
Date: 5/19/14

	Low-Intensity Residential – Adolescent	$128.00/day	$896 (7 days) /week
	High-Intensity Residential – Adult	$130.00/day	$910 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Room & Board Only	$66.00/day	$462 (7 days) /week
	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5): Clinical Services	$162.60/day	$1138.20 (7 days) /week
	Medium Intensity Residential – Adolescent	$170.00/day	$1190 (7 days) /week
	Recovery Support Services		
X	Individual	$15.00/unit	$160 of combined individual & group/week
X	Group	$5.00/unit	
X	Continuous Recovery Monitoring – Attempted**	$15.00/contact	$60 of combined attempted and completed/month for the first 6 months post discharge
X	Continuous Recovery Monitoring – Completed	$15.00/contact	
	Enhanced Services	Varied	

* Providers may bill the per diem rate for Intensive Outpatient Treatment services only on those days when the client attends individual and/or group counseling associated with the program. It is expected that each day of attendance includes a minimum of 3 hours of group and/or individual counseling services.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

*** A unit is equal to 15 minutes of service
It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. Failure to meet this requirement may result in amendment to or termination of the contract. At a minimum, contractors must provide the array of services they contracted to provide for in SFY14.

1. **Performance Incentives:**

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received and shall conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact. For each client who screens eligible for

Contractor Initials: [illegible]
Date: 3/19/19

services and starts receiving services, whether for the identified level of care or interim services, within 10 business days following the eligibility screening, the treatment contractor will receive an incentive payment of $75.00. Access incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

B. Completion:

For each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module, the treatment contractor will receive an incentive payment of $75.00. Completion incentives will be calculated and paid on a monthly basis for services in the previous calendar month.

C. Client Outcomes:

If a client who was discharged from the program meets at least 3 of the Outcome criteria below in the 3rd and/or 6th month post-discharge, as evidenced by the WITS Follow-Up module, the treatment contractor will receive an incentive payment in the amount of $50. The 3rd month post discharge is considered to be 60 – 120 days post discharge. The 6th month post discharge is considered to be 150 – 210 days post discharge. Outcomes incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month. It is expected that at least 50% of discharged clients will be contacted for 3 and/or 6 month follow-up over the contract year.

i. Abstinence: The client reports reduced or no substance use in the past 30 days.
ii. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
iii. Crime and Criminal Justice: The client reports no arrests in the past 30 days.
iv. Stability in Housing: The client reports being in stable housing.
v. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

D. Performance Incentive Payout Limits:

Performance incentives are limited to no more than 6% of the total contract amount annually. The total amount paid out during the contract year will never exceed the total contract amount. DHHS is not obligated to make payment for any incentives that occur outside of the current contract year; however, incentives may be carried over to future contract years at the discretion of DHHS.

2. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

3. Invoicing & Billing:

All billing shall be completed via the WITS system according to protocols established by BDAS.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

II. Allocation of Funding:

It is incumbent upon the contractor to monitor service array and utilization to ensure that a consistent level of service will be available throughout the contract period. Utilization and array will also be monitored by the Department via WITS. The contractor is prohibited from spending down more than the sum of the total contract amount that includes the cost of the client services and related incentives.

III. Availability of Alternative Funding:

The New Hampshire Department of Health and Human Services may terminate or amend the contract should alternate third party payors, including Medicaid, the New Hampshire Health Protection Program and/or insurance available on the New Hampshire Insurance Exchange cover any of the services included in this contract.

IV. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

V. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

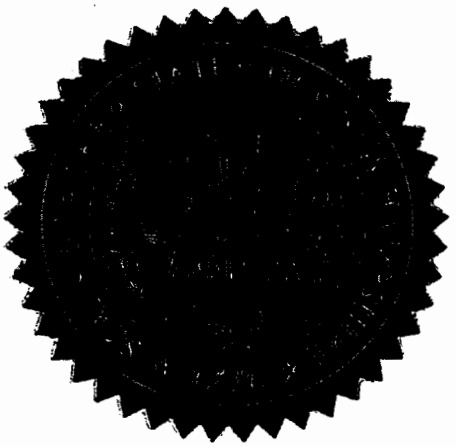
VI. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to adjusting amounts within the budgets and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

The remainder of this page is intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2014

Wm Gardner

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Laura Franco, of The Youth Council, do hereby certify that:

1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Houde is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 19, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 19th day of May 2014.

Laura Franco, MBA, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of May 2014 by Laura Franco.

Notary Public/Justice of the Peace
My Commission Expires:

NICOLE BOYLE, Notary Public
My Commission Expires January 27, 2015

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Abuse Treatment and Recovery Support Services Contract

This first Amendment to the Substance Abuse Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this April 24th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Youth Council (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 112 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C, Paragraph 17, the State may, extend the agreement by one year by written agreement of the parties;

WHEREAS the State desires to have the Contractor continue to provide the services as specified in the agreement for another one year period;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Amendment and modification of P-37 "Agreement";
   a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.
   b) Change Price Limitation in Block 1.8 of the P-37 to read $ 150,026.00

2) Amendment and modification of Exhibit A;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013"
   b) **Change** II A **from:** "The contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:"
      Change to: "The contractor shall provide treatment services, in each State Fiscal Year, in the geographic area(s)/location(s) as specified below:"
   c) **Change** II B Group Recovery Support Services **from**: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

Change to: "Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS."

d) **Delete Table SAMHSA National Outcome Measures**

Replace with:

Table SAMHSA National Outcome Measures

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening of the initial first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/ connections	25% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

3) Amendment and modification of Exhibit B;
   a) **Delete** "CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, through June 30, 2013"
   b) **Change from** Section II: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:"
   Change to: "The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during each State Fiscal Year of the contract shall not exceed:"
   c) Delete in Section II; "TOTAL: $75,013.00"

4) **Add** Exhibit B-1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

The Youth Council

5/21/2013
Date

Name: Elizabeth G. Houde
Title: Executive Director

Acknowledgement:
State of NH, County of Hillsborough on 5/21/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4 Jun. 2012
Date

Name: Joanne P. Hennick
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Youth Council

Budget Request for: Substance Abuse Treatment Services
(Name of RFP)

Budget Period: State Fiscal Year 2014 | total | our share | total bdas

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 68,448.00	$ 15,748.00	$ 84,196.00	$ 24,735.00	$ 3,418.00	$ 28,153.00	$ 43,713.00	$ 12,330.00	$ 56,043.00
2. Employee Benefits	$ 11,212.00	$ 2,630.00	$ 13,842.00	$ 4,878.00	$ 844.00	$ 5,722.00	$ 6,334.00	$ 1,786.00	$ 8,120.00
3. Consultants	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,315.00	$ -	$ 1,315.00	$ 1,315.00	$ -	$ 1,315.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 958.00	$ -	$ 958.00	$ 958.00	$ -	$ 958.00	$ -	$ -	$ -
6. Travel	$ 1,569.00	$ -	$ 1,569.00	$ 1,569.00	$ -	$ 1,569.00	$ -	$ -	$ -
7. Occupancy	$ 9,825.00	$ 4,210.00	$ 14,035.00	$ 4,151.00	$ 2,610.00	$ 6,761.00	$ 5,674.00	$ 1,600.00	$ 7,274.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 681.00	$ 192.00	$ 873.00	$ -	$ -	$ -	$ 681.00	$ 192.00	$ 873.00
Postage	$ 390.00	$ -	$ 390.00	$ 99.00	$ -	$ 99.00	$ 291.00	$ -	$ 291.00
Subscriptions	$ 273.00	$ -	$ 273.00	$ -	$ -	$ -	$ 273.00	$ -	$ 273.00
Audit and Legal	$ 921.00	$ 2,000.00	$ 2,921.00	$ -	$ 2,000.00	$ 2,000.00	$ 921.00	$ -	$ 921.00
Insurance	$ 1,992.00	$ 418.00	$ 2,410.00	$ 1,992.00	$ -	$ 1,992.00	$ -	$ 418.00	$ 418.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,463.00	$ -	$ 1,463.00	$ 1,463.00	$ -	$ 1,463.00	$ -	$ -	$ -
11. Staff Education and Training	$ 520.00	$ -	$ 520.00	$ 520.00	$ -	$ 520.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contingency Management	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Payroll Fees	$ 426.00	$ 98.00	$ 524.00	$ 426.00	$ 98.00	$ 524.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 101,643.00	$ 25,296.00	$ 126,839.00	$ 42,866.00	$ 8,970.00	$ 51,836.00	$ 58,687.00	$ 16,326.00	$ 75,013.00
Indirect As A Percent of Direct		24.9%							

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Louis Cardinale, of The Youth Council, do hereby certify that:

1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Houde is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 21st day of May 2013.

Louis Cardinale, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of May 2013 by Louis Cardinale.

Notary Public/Justice of the Peace
My Commission Expires:

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY

DATE 6/20/12

PAGE 14

ITEM # 112

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Youth Council (Vendor #154886 B001), 112 West Pearl Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $75,013.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$34,424.00
			Subtotal	$34,424.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$16,876.00
			Subtotal	$16,876.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$23,713.00
			Subtotal	$23,713.00
			Total	$75,013.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Youth Council was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $75,013.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Nashua.

Source of Funds: 45.89% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.95% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

Program Name: CFS Con Hosp. Fam 1st FIT Easter Seals FOR-NH GC HOC GNCA Headrest Horizons MHCGM MFS NHS Phoenix NCADD SENHS TYC Tri-CAP NESCT

Contract Purpose: TX&RSS

RFP Score Summary

RFA/RFP CRITERIA	Max Pts																			
Experience and Capacity	15	14.00	13.00	15.00	15.00	13.00	13.00	11.00	12.00	12.00	14.00	15.00	13.00	15.00	13.00	12.00	15.00	12.00	13.00	10.00
Approach	50	42.00	46.00	48.00	48.00	47.00	39.00	41.00	47.00	42.00	46.00	40.00	43.00	48.00	45.00	42.00	48.00	38.00	42.00	27.00
Budget	25	24.00	25.00	25.00	24.00	23.00	18.00	23.00	20.00	22.00	18.00	25.00	19.00	24.00	16.00	22.00	22.00	23.00	23.00	16.00
Financial Sustainability	10	7.50	8.30	9.00	10.00	7.00	0.00	7.50	6.90	8.30	9.50	9.00	6.50	9.50	7.20	6.50	7.50	7.20	8.30	5.60
Total	100	88.00	92.00	97.00	97.00	90.00	70.00	82.00	86.00	84.00	88.00	89.00	82.00	97.00	81.00	83.00	93.00	81.00	87.00	58.00
BUDGET REQUEST		$120,236	$95,000	$27,207	$406,796	$2,221,666	$47,050	$116,428	$1,750,112	$285,000	$245,963	$30,000	$153,454	$244,501	$2,615,853	$513,551	$1,329,836	$87,567	$747,691	$930,630
BUDGET AWARDED		$86,303	$74,406	$28,922	$322,530	$1,120,599	$39,238	$69,411	$1,356,945	$251,450	$189,576	$27,114	$97,819	$199,025	$1,457,490	$432,468	$1,329,836	$75,013	$611,907	$0

RFP Reviewers

	Name	Job Title	Dept/Agency	Qualifications
1	Tym Rourke	Sub. Use Disorders	Grantmaking/GC	All reviewers have between 3-20 years experience managing agreements with vendors for various DHHS and DOC programs. Areas of specific expertise include Maternal and Child Health; Substance Abuse
2	Pamela Sullivan	Youth Counselor	SYDC	
3	Heidi Young	Program Specialist	DCYF	
4	Bernie Bluhm	Prog. Planner/Rev. Spec.	Family Services	
5	Alan West,Ph.D	Psychologist/VA	TX/Co-occurring	
6	Mary Miller	Prog. Spec. IV	OCPH	
7	Michelle Ricco	Prog. Spec. IV	DPHS	
8	Kathleen Hessefort	Internal Auditor I	BDAS/FBO	
9	Lindy Keller	Administrator I	BDAS-RAD	
10	Michael Lawless	Prog. Spec. IV	BDAS/CSU	
11	Bruce Blaney	Regional Coordinator	BDAS-CSU	
12	Jim Shanelaris	Administrator I	BDAS-FBOU	
13	Linda Parker	Prog. Spec. IV	BDAS-CSU	
14	Rosemary Shannon	Administrator I	BDAS-CSU	
15	Rob O'Hannon	ATR Prog. Spec.	BDAS/ATR	
16	Jaime Powers	Tx&Rec. Serv. Coord.	BDAS/ATR	
17	John Sweeney	Systems Dev.	BDAS/IT	
18	Michael Rodgers	Assistant Administrator	BDAS	
19	Jeffrey Metzger	Sr. Mngt. Analyst	BDAS/PSU	
20	Ann Crawford	Regional Coordinator	BDAS/PSU	
21	Valerie Morgan	Administrator I	BDAS/PSU	

Subject: Substance Abuse Treatment and Recovery Support Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Youth Council		**1.4 Contractor Address** 112 West Pearl Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-1090	**1.6 Account Number** 05-95-95-958410-1387-102-500734 05-95-95-958410-5365-102-500734 05-95-95-958410-1388-102-500734	**1.7 Completion Date** June 30, 2013	**1.8 Price Limitation** $75,013.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		**1.10 State Agency Telephone Number** 603-271-4093	
1.11 Contractor Signature Elizabeth G. Abrahams		**1.12 Name and Title of Contractor Signatory** Elizabeth G. Abrahams, Executive Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/22/12, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed on block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Nicole Boyle

1.13.2 Name and Title of Notary or Justice of the Peace

NICOLE BOYLE, NOTARY

1.14 State Agency Signature Nancy L. Rollins	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (*if applicable*)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 4 June 2012

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the governor and Executive Council of the State of new Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in the block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connections with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provision of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the state, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this agreement for any reason other than the completion of the Services, the contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the Attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of the Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: [signature]
Date: 3/22/12

Certificates (s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior to written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the contractor is subject to the Requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 2810A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United State Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to the express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: [signature]
Date 3/22/12

NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services
Exhibit A

I. General Provisions

CONTRACT PERIOD: July 1, 2012, or date of G&C approval, whichever is later, Through June 30, 2013

CONTRACTOR NAME: The Youth Council

ADDRESS: 112 West Pearl Street, Nashua, NH 03060

EXECUTIVE DIRECTOR: Betsy Abrahams
TELEPHONE: 603-889-1090

II. Scope of Services

A. The Contractor shall provide treatment services in the geographic area(s)/location(s) as specified below:

Treatment Modality	# of FTE's	Geographic Area(s)/ Location(s)	Minimum number of clients to be served during the contract period	$ Awarded
Outpatient	1.00	Nashua	31	$75,013.00

B. Required Services
Priority Admission:

1) The Contractor shall give admission preference to pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame.
2) Individuals with a history of injection drug use including the provision of interim services within 14 days.
3) Individuals with a primary diagnosis of a substance use disorder, which may also include a co-occurring mental health disorder.
4) Individuals on medication-assisted treatment for co-occurring substance abuse and mental health disorders or various opiate replacement therapies, including, but not limited to, methadone, buprenorphine and naltrexone.

Required Outreach:

New Hampshire Department of Health & Human Services (DHHS) programs receiving federal treatment Block Grant funds requires that Contractors must publicize services available to pregnant or parenting women and injection drug users in need of substance abuse treatment and that these individuals receive preference for admission to treatment. This may be done as follows, but is not limited to, street outreach programs, ongoing public service announcements (radio/television), regular advertisements in local/regional print media, posters placed in targeted areas, and frequent notification of availability of such treatment distributed to the network of

community based organizations, health care providers and social service agencies. The Contractor will submit their outreach plans to DHHS through the Bureau of Drug and Alcohol Services (BDAS) within 60 days of contract effective date.

Health Facilities Administration Licensing Requirements:
Housing programs with substance abuse treatment services at the same location will need to secure necessary licensing as a Residential Rehabilitation Facility by the DHHS Bureau of Health Facilities Administration, as appropriate, see He-P 807 at the following link: (http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html). In the case of residential treatment and housing at the same site, residential programs should plan to treat no more than 16 pregnant or parenting women at any given time to comply with federal Medicaid restrictions on Institute for Mental Diseases (IMD) exclusion criteria. This restriction would not apply to programs in which the client's residence is in a separate location from the treatment program.

Capacity Reporting:
The Contractor must contact BDAS, as agent for DHHS, when their capacity has reached 90% within 5 business days. The Contractor must refer pregnant women to the State when the Contractor has insufficient capacity to provide services to any such pregnant women who seek the services of the program. Sending e-mail to the BDAS Clinical Services Unit Administrator may complete this notification process.

Access to Services:
The Contractor shall respond to calls requesting treatment and/or transitional living program services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within 2 business days following the day the call was received. The Access Criteria as defined in Exhibit B must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted.

The Contractor is required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

Limitations on Exclusionary Criteria:
American Society for Addiction Medicine (ASAM) Patient Placement Criteria, in and of itself, shall not be a reason to deny a higher level of care to an individual, if the lower level of care is unavailable or inaccessible. Level of care will be determined by the administration of the Addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN).

Contractors receiving grant funds from DHHS will not discriminate against clients who are using legitimate medications to assist their recovery and will not have policies that allow them to refuse admission to treatment or to discharge clients from treatment based on the use of appropriately prescribed medications and various opiate replacement therapies, including, but not limited to, methadone and buprenorphine, as well as other forms of medication-assisted treatment for co-occurring substance abuse and mental health disorders.

Clients Eligible for Treatment Services:
A client who is either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH.

Sliding Fee Scale:
The Contractor shall adopt a sliding fee scale based on federal poverty guidelines as published in the most recent Federal Register (http://aspe.hhs.gov/poverty/). The Contractor must provide the client with the cost of services

and a fee scale prior to rendering services. The Contractor's sliding fees scale and fee schedule shall be submitted to BDAS, as agent for DHHS, within 60 days of contract effective date. Changes in the sliding fee scale or service fee schedule shall be submitted to the BDAS on behalf of DHHS within 30 days of the change.

The Contractor shall bill clients in accordance with a sliding fee scale based on federal poverty guidelines. The fee schedule shall include a no-cost option approved by BDAS on behalf of DHHS. All reasonable efforts shall be made to collect payment of bills. A client's inability to pay shall not preclude admission to the program and treatment.

With respect to minority age individuals, a minor child shall not be denied services as a result of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

Waiting List Management:
When a person who is pregnant or an injection substance abuser seeks treatment and there are no appropriate treatment services available within the required time frame as outlined below, interim services **must** be made available. The Contractor agrees to maintain the wait list management system in WITS that includes a unique patient identifier and include information on dates of requests for admission to treatment, provision of interim services and source for those services, referrals made for treatment or interim services, and disposition of clients on the waiting list.

- The waiting list must contain a mechanism that identifies and counts the number of applicants who present and are determined to be appropriate for substance abuse treatment but are unable to be placed as there is no capacity;
- Maintain contact with individuals awaiting admission; and,
- Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.

The Contractor shall remove a client awaiting treatment from the waiting list only when one of the following conditions exists:

- Such persons cannot be located for admission into treatment *or*
- Such persons refuse treatment.

Specific Interim Services for Pregnant Women, Women with Dependent Children and Injection Drug Users:
The Contractor agrees to contact the BDAS Clinical Services Unit if a pregnant women and women with dependent children or individuals with a history of injection drug use, cannot be accepted into treatment within specific time frames, and agrees that interim services will be provided or facilitated by the Contractor. Interim services for pregnant women must include counseling on the effects of alcohol and drug use on the fetus, referrals for prenatal care, and counseling and education about HIV and tuberculosis. Interim services for injection drug users must also include counseling and education in the risks of needle sharing, about the risks of transmission to sexual partners and infants, and referral for HIV, Hepatitis C and tuberculosis screening/testing. All interim services shall be documented in the client's clinical record in the WITS system.

Interim Services for other Clients:
The Contractor shall provide, or refer the client to, interim services until level of service identified in the level of care assessment is available and/or the client is willing and assessed as being sufficiently motivated to take advantage of the proposed level of service or interim services.

Services to pregnant and parenting women:
The Contractor further agrees that childcare will be made available to women who are in treatment with their dependent children, either through on-site care or through arrangements with an off-site legal childcare provider. Other services required are as follows:

- The family is treated as a unit and, therefore, admits both women and their children into treatment services, if appropriate.
- The Contractor shall provide or arrange for primary medical care for women who are receiving substance abuse services, including prenatal care.
- The Contractor shall provide or arrange for childcare while the women are receiving services even if the children are not in their custody, as long as parental rights have not been terminated.
- The Contractor shall provide or arrange for primary pediatric care for the women's children, including immunizations.
- The Contractor shall provide or arrange for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting, and childcare while the women are receiving these services.
- The Contractor shall provide or arrange for therapeutic interventions for children in custody of women in treatment, which may, among other things, address the children's developmental needs, their issues of sexual and physical abuse, and neglect.
- The Contractor shall provide or arrange for sufficient case management and transportation services to ensure that the women and their children have access to the services provided for above.
- If a pregnant, pregnant injection drug using or Injection Drug Using person refuses treatment or says (s)he is not interested in treatment, the wait list report shall be completed with the engagement activities attempted.
- If a pregnant, pregnant injection drug using or Injection Drug Using person no shows or cancels treatment, interim services must be provided, as stipulated above and the wait list report shall be completed that demonstrates the activities of follow up, engagement and substance abuse treatment services offered.

Relationship(s) with Primary Health Care:
The Contractor shall arrange and coordinate services and exchange of information with other health care providers and agencies which:

- Identifies the client's current Primary Care Provider (PCP) at screening and/or intake.
- If the client has no current PCP, the Contractor shall identify available provider(s) in the client's local area such as a federally qualified community health center, community health center, or other local health services.
- Obtains client/patient authorization to communicate with PCP office.
- If no authorization is completed initially, the Contractor shall educate client as to the importance of engaging the PCP in ongoing care and address the client's concerns as part of treatment, with goal of obtaining authorization before discharge.
- Sends the discharge summary to PCP and offers to discuss recovery issues with the provider.
- Arranges (or has the client arrange) a post-discharge appointment with PCP for the client/patient for follow-up of the substance use disorder.

Tobacco Cessation:
The Contractor shall have policies and procedures for both client and Contractor staff, that not only creates a tobacco-free environment as required by law, but to offer tobacco cessation tools and programming. Tobacco use, in and of itself, shall not be grounds for administrative discharge from the program. Initially, all clients shall be assessed for motivation in stopping the use of tobacco products. Providers may tap into resources such as the DPHS Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine. Other resources for providers include:

Breathe New Hampshire
145 Hollis St., Unit C
Manchester, NH 03101
603-669-2411 (phone) or 1-800-835-8647

The New Hampshire Medicaid program covers:

- Nicotine Replacement Therapy (NRT) Gum,
- NRT Patch,
- NRT Nasal Spray,
- NRT Lozenge,
- NRT Inhaler,
- Varenicline (Chantix),
- Bupropion (Zyban),
- Group Counseling and/or
- Individual Counseling. Up to 12 individual counseling sessions are covered per year through a mental health provider (Note: These sessions would NOT be in addition to other mental health counseling sessions under Medicaid). Pregnant women also have the option of group counseling. For more information, visit the website at: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm

Tuberculosis:

The Contractor shall make available tuberculosis services (defined as screening, counseling, testing, and treatment) directly, or through other providers, to each client receiving treatment. In the case of an individual denied admission due to lack of capacity, the substance abuse treatment Contractor will refer the individual to another provider of tuberculosis services if appropriate. All Contractor providing residential services shall make available, either on-site or through agreements with health care providers, tuberculosis services, including screening, testing, counseling and referral for medical treatment.

Physical location and facilities:

For the purpose of providing the services described in Section II of the Scope of Services, the Contractor shall obtain and maintain a suitable space complying with all fire, health, and safety codes to include handicapped accessibility and being wheelchair accessible.

The Contractor shall obtain written prior approval of DHHS, acting through BDAS, before entering into any agreement concerning relocation of the service site.

Culturally and Linguistically Appropriate Standards of Care:

DHHS recognizes that culture and language have considerable impact on how consumers access services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access to quality services, DHHS expects that Contractors shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of Limited English Proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English arc such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.
4. The Contractor is responsible for reasonable accommodations in arranging for interpreter services for hearing impaired clients.
5. The Contractor offers consumers or clients a forum through which those individuals have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

Compliance with State and Federal Laws:

The Contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities:

1. All services provided pursuant to this Contract shall be subject to the most current proposed or formalized rules and regulations promulgated by DHHS, pursuant to RSA 541-A.

2. The Contractor shall maintain adherence to federal and state confidentiality laws specifically: 42 CFR Part 2B, N.H. RSA 318 B:12 and N.H. RSA 172:8-A and the Health Insurance Portability and Accountability Act (HIPAA): http://www.hhs.gov/ocr/privacy/
3. The Contractor shall meet the standards outlined in NH Administrative Rule He-A 300, Certification and Operation of Alcohol and other Drug Disorder Treatment Programs. This administrative rule is currently expired and under revision. The Contractor should plan to meet the requirements as outlined in the expired rule until the revisions are completed. He-A 300 can be viewed on the RFP link to this document http://www.dhhs.nh.gov/business/rfp/index.htm.
4. The Contractor shall, upon the direction of the State, provide court-ordered evaluation in their catchment area and a sliding scale fee shall apply and the inability to pay shall not interfere with the completion and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals pursuant to RSA 172:13.
5. Contractors considering research, including research conducted by student interns, using individuals served by this contract as subjects must adhere to the legal requirements governing human subjects' research. Contractors must inform the DHHS via contact with BDAS prior to initiating any research involving subjects or participants related to this contract. In addition, research conducted on subjects served by this contract may need to be approved by the New Hampshire Department of Health & Human Services Committee for the Protection of Human Subjects (NH DHHS CPHS) see http://www.dhhs.nh.gov/irb/

Client Stabilization:
The Contractor will be expected to arrange for medical clearance for all clients receiving treatment services supported by DHHS administered by BDAS to assure that they are not at risk for acute withdrawal from alcohol and certain drugs. The Contractor shall be expected to provide a range of integrated services that include social detoxification/stabilization services that follow detoxification guidelines outlined in Treatment Improvement Protocol (TIP) #45, Detoxification and Substance Abuse Treatment.

Clinical Services:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
b. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
c. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
d. A full-time Executive Director, not filling any of the positions described above.

The Contractor will provide one or more of the following services as outlined in Section II.A above.

Outpatient Treatment - Substance abuse treatment services provided in individual and group counseling sessions in a non-residential setting. Although duration of services is determined by clinical indicators, average duration of for outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Intensive Outpatient Treatment - Substance abuse treatment services conducted in an outpatient setting for a minimum of 3 hours of direct client treatment services per day, utilizing both group and individual formats, for a minimum of three days per week, for a total of a minimum of nine hours of treatment services per week. This

intensive phase of treatment typically occurs for 4-6 weeks, with less intense services following, such as a once per week treatment aftercare group continuing for an additional 1-2 months as clinically indicated for both. Although duration of services is determined by clinical indicators, average duration of intensive outpatient services is expected to be approximately 90 days or less, after which clients are referred for care coordination under a continuous recovery monitoring model that in turn will refer clients for group aftercare recovery support services as indicated.

Residential Treatment - Short-term residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting and/or individuals that may be homeless. Admission is on a voluntary basis. This level of care includes the provision of an initial period of stabilization services once an individual has been medically cleared to participate in the program. Although the length of stay may be determined by clinical indicators, average length of stay is expected to be approximately 28 days or less. Long-term, extended care residential treatment services, also referred to as Clinically Managed High Intensity Residential Treatment (CMHIRT), is limited to pregnant and parenting women and their children.

Transitional Living – Residential substance abuse treatment services are designed to support individuals in the early stages of recovery that need this residential level of care and/or are homeless. The goal of these programs is to prepare clients to become self-sufficient in the community. Although length of stay may be determined by clinical indicators, the average length of stay is expected to be approximately 90 days or less. Residents typically work in the community and may pay a portion of their room and board.

***Assessment of Risk for Self-Harm/Suicide*:** The Contractor shall have policies and practices for assessing risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge, and a process for referral when necessary to include referrals to mental health services.

The Contractor shall develop policies, programs and protocols in accordance with SAMHSA guidelines as outlined in the Treatment Improvement Protocols (TIPs) and Technical Assistance Publications (TAPs). These publications can be downloaded from http://www.kap.samhsa.gov/products/manuals/index.htm .

The Contractor is required to use the Addiction Severity Index (ASI) or Global Appraisal of Individual Needs (GAIN) assessment tools, the SAMHSA/NIDA MATRS treatment-planning model and the Web Infrastructure for Treatment Services (WITS) electronic health record.

Care Coordination:
The Contractor is required to assess each client's need/appropriateness for residential transitional living services and to **refer all clients for care coordination services** made available through the ATR initiative administered by the BDAS on behalf of DHHS that would commence following the initial course of treatment. Contractors are required to address motivational issues with clients for them to participate effectively in the care coordination and recovery support services. Contractors are required to have clients sign the "ATR Client Participation Agreement" (made available by BDAS), indicating that they either agree or opt out of participating in these services. The contractor will facilitate all clients who agree to participate in these services to complete the Client Participation Agreement and upon obtaining a signed release of information, refer clients to an ATR Care Coordinator Program at least two weeks prior to anticipated date of discharge (dis-enrollment) from services. Assessing the need for aftercare services is expected to take place while the client is involved within the most recent episode of care, with a referral being made and accepted by the care coordination service prior to the client being discharged.

The Contractor must provide the following for use by the care coordination program:

- Private space for interviewing/meeting with clients.
- Access to internet (either wired or wireless) in the meeting space
- Telephone in the meeting space and
- A contact person at the Contractor's site for logistics.

It is the expectation of the BDAS at DHHS that, upon completion of appropriate signed releases, the Contractor will provide the care coordination program with necessary information from the clinical record (assessment, treatment plan, progress notes, etc.) for the care coordination program to develop a service plan with the client.

Group Recovery Support Services:
Are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 50% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. These group recovery support services are for clients discharged from substance use disorder (SUD) treatment services provided under contract with BDAS on behalf of DHHS, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received SUD treatment from a different agency through the statewide care coordination program under agreement with BDAS on behalf of DHHS.

All group recovery support services will be funded through the New Hampshire Access to Recovery (ATR) initiative, which will require all providers (except those offering outpatient services only) under contract with BDAS on behalf of DHHS to become an approved Access to Recovery (ATR) providers for these particular services (reference Administrative Rules He-A 405.03 and He-A 405.04). Agencies under contract with BDAS on behalf of DHHS to provide only outpatient substance abuse treatment are not required, to provide these services.

All alcohol and other drug treatment providers under contract with the BDAS on behalf of DHHS are required to address with all clients, the need for continuing services. This includes transitional living programs under contract with the BDAS on behalf of DHHS as well as care coordination and group recovery support services made available through the ATR initiative administered by BDAS that would commence following the initial course of treatment. The referral for these services should take place prior to discharge from the initial course of treatment.

Residential Treatment Services, including services to Residential Services to Pregnant and Parenting Women:
The Contractor shall provide the following:

a. A minimum of one (1) substance abuse counselor on site each day of the week during primary treatment hours. The substance abuse counselor shall have a bachelor's degree or equivalent in social work/psychology, guidance or nursing and/or a certificate in the field of addiction studies from an approved educational institution or educational/life experience.
e. A minimum of one (1) substance abuse support staff on site each day of the week during all hours not covered by a substance abuse counselor. The substance abuse support staff must have a high school or General Equivalency Diploma (GED). Preference is given to individuals who have completed additional courses or taken training in substance use disorders or other health fields.
f. An intake/admission coordinator on site Monday through Friday of each week. The intake/admission coordinator shall have one (1) years' work experience in the field of addiction studies.
g. A full-time Executive Director, not filling any of the positions described above.

Relevant Policies and Guidelines:
The services provided for in this agreement shall be in addition to the services provided for in any other agreement between the State of New Hampshire, any of its agencies, or any of its officers, and the Contractor.

Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.

Publications Funded Under Contract:
All products produced under this contract are in the public domain. All products (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution, or use. The Contract shall credit DHHS on all materials produced under this contract.

Subcontracting/Consultants:
If the Contractor subcontracts any portion of the services with an agency or individual, the Contractor must submit a copy of the subcontract, or proposed subcontract. That subcontract must address the qualifications and credentials of the individual or agency to perform the service, the specific service deliverables, the timeline for implementation of the services to be delivered, and the cost, including total cost of the subcontract and total cost per hour of individuals or agencies performing these services. The Contractor is ultimately responsible for the services delivered under the contract. Use of consultants shall be similarly described in terms of qualifications and credentials, service deliverables and hourly consultant rate.

Student Internships:
The Contractor shall establish policies and procedures related to student interns that address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Student interns shall complete an approved ethics course prior to beginning the internship.

Staff Licensing Requirements:
The ratio of licensed to non-licensed service providers shall be as follows:
Agencies must have at least one Licensed, or Masters Licensed, Alcohol and Drug Counselor (LADC/MLADC) for each two unlicensed counselors providing substance abuse treatment services and a sufficient number of MLADCs or LADCs with the Licensed Clinical Supervision (LCS) credential to adequately provide for clinical supervision of all clinical staff. This requirement shall be met by the Contractor no later than six (6) months after the date of the Contract effective date.

Updated resumes, which clearly indicate the staff member is employed by the Contractor, including current positions of staff supported by funds provided through this Contract, shall be forwarded to the BDAS as agent for DHHS. The documentation shall include a copy of the New Hampshire Alcohol and Drug Counselor License.

Staff Certification Requirements:
In addition to the requirements for LADCs, all Contractor milieu staff in residential settings and transitional living programs and staff providing recovery support aftercare group services shall be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification under RSA 330-C (http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXX-330-C.htm). Certification must be completed within six (6) months of the contract's approval date.

Staff providing recovery support services are expected to be Certified Recovery Support Workers (CRSW) under the Board of Alcohol and Drug Abuse Professional Practice, or working toward that certification. Peer recovery support services made available through Recovery Community Organizations (RCOs), under agreement with BDAS on behalf of DHHS, shall be provided by individuals certified by those organizations (CRSW not required for peer recovery support services).

Supervision:
Ongoing clinical supervision will include weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress. When enough candidates are under supervision, group supervision may be included to help optimize the learning experience.

The content of supervision must include knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, including the core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling.

The content of supervision must also include the standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.

In addition, all contracted treatment providers must participate in the Clinical Supervisor Learning Collaborative (LC) by June 30, 2013. This LC is provided by the Center for Excellence, under contract with DHHS. This LC will include a team from each contracted treatment provider that includes at least one agency clinical supervisor and at least one senior clinical staff. A Clinical Supervision Learning collaborative will be offered in SFY 2013.

Staffing Changes:
BDAS as agent for DHHS shall be notified of changes in key personnel with updated resumes that clearly indicate the staff member is employed by the Contractor submitted within five (5) working days. Key personnel are those staff for whom at least 10% of their work time is spent providing alcohol or other drug abuse treatment services.

1. New Hires: The Contractor shall notify BDAS on behalf of DHHS in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee, which clearly indicates the staff member is employed by the Contractor, shall accompany this notification.

2. Vacancies: The Contractor shall notify BDAS on behalf of DHHS in writing within 14 calendar days, if at any time, any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

Other Requirements:
The Contractor shall attend trainings and/or meetings as requested by DHHS.

ATR and Recovery Support Services:
All DHHS funded treatment and recovery support service providers must also be approved Access to Recovery (ATR) providers, as this will be the source of funding for these recovery support services through the Voucher Management System (VMS). Information on becoming an ATR provider can be found on the DHHS website: http://www.dhhs.nh.gov/dcbcs/bdas/atr/becomingprovider.htm

Regional Network Participation:
The Contractor will designate administrative level staff to regularly participate in the Regional Network and contribute to overall regional network strategic planning, monitoring, evaluation, and cross systems communication efforts. The Contractor is highly encouraged to serve on one of the work groups and contribute to data collection, regional strategic planning and evaluation. Participation will be measured by the annual Partner Survey (http://www.partnertool.net/) administered by NH Center for Excellence under contract with BDAS as agent for DHHS.

Performance Measures:
All treatment programs under contract with BDAS on behalf of DHHS are required to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the WITS (electronic health record) system. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System (EHR/WITS).

SAMHSA National Outcome Measures:

DOMAIN	*OUTCOME*	*SUBSTANCE ABUSE TREATMENT MEASURES*
Abstinence	Abstinence from Alcohol and Drug Use	65% of clients that have met the minimum participation requirement are abstinent within the past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Employment Education	Increased/retained employment. Return to/stay in school	Employment rates or enrollment in school rates for clients are 25% greater at 6 months after admission to care coordination compared to at time of admission to treatment program.
Crime and Criminal Justice	Decrease criminal justice involvement	50% Reduction in the number of client arrests in past 30 days at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Stability in Housing	Increased stability in housing	10% Increase in the number of clients in stable housing at 6 months following admission to care coordination services compared to at time of admission to treatment program.
Access	Reduce the wait time for Intake & Admission	• 80% of clients will receive a telephone eligibility screening within 2 business days of first contact with the Contractor and those who screen eligible will receive an intake within 5 business days of the eligibility screening and • 80% of clients who meet admission criteria will be admitted to services or interim services within 5 business days of intake.
Retention	Increase retention in substance abuse treatment	70% of clients that have participated in the minimum participation requirement. See section in the following pay for performance paragraph.
Capacity	Increase service capacity	Increase by 10% the (unduplicated) number of clients receiving service from previous year – DHHS will not be held to this standard for SFY 2013 due to significant budget reductions.
Social Connectedness	Increased recovery supports/connections	50% of clients participate in care coordination and post treatment recovery support services (RSS).
Perception of Care	Client perception of care	Under development
Cost Effectiveness	Cost effectiveness (average cost)	Average Contractor cost per client for services provided per client are within 10% of the average statewide cost per client of service for each modality of service.
Use of Evidenced-Based Practices	Use of Evidenced-Based Practices	• WITS Electronic Health Record • ASI or GAIN Assessment • NIDA/SAMHSA MATRS Treatment Planning model • Clinical model for treatment services recognized by National Registry of Evidence Based Programs and Practices (NREPP).

Data and Reporting Requirements:

1. Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the DHHS.
2. The Contractor shall notify BDAS, as an authorized agent of DHHS, whenever the Contractor has reached ninety percent capacity to admit new clients. In addition the Contractor shall have a waiting list management policy in accordance with the SAPT Block Grant requirements. This 90% notification process will become automatic when this operation is fully functional in WITS.
3. The Contractor shall notify DHHS through BDAS, within one working day, if sufficient capacity is not available to provide treatment services to a pregnant woman, parenting woman or injection drug user within the required time frames and a referral elsewhere is not successful and interim services cannot be provided.
4. The Contractor shall comply with all research and/or information systems development activities for the electronic health record/Web Infrastructure for Treatment Services (EHR/WITS) conducted by, or authorized by, DHHS.
5. The Contractor shall administer any client surveys, client assessments including the addiction Severity Index (ASI) or the Global Appraisal of Individual Needs (GAIN), client treatment outcome instruments, the M.A.T.R.S. Treatment Planning Tool, as required by DHHS.
6. The Contractor must have the ability to communicate and submit required reports via the Web-based submission system and/or e-mail, for treatment s and recovery support services and interim services. All required clinical and documentation activities shall be entered in WITS unless specifically granted an exception by BDAS on behalf of DHHS.

Critical Incident/Sentinel Event Reporting:

The Department's Sentinel Event policy is contained in the following link: http://www.dhhs.nh.gov/dcbcs/sentinel.htm

Division of Community Based Care Services (DCBCS) Sentinel Event Notification:
The preceding events require the immediate verbal notification to the BDAS Assistant Administrator or Clinical Services Unit Administrator upon the discovery of a sentinel event involving an individual(s) receiving services through a DHHS substance use disorder treatment Contractor.

Since the initial and immediate verbal notification of a sentinel event is likely to include protected health information (PHI) as identified below, the Contractor of services to individuals receiving services funded by the DHHS shall disclose PHI in a private and secure manner. Contractors and vendors should not leave voice-mail messages, but instead make direct telephone contact with the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee. If direct telephone contact is not possible, a voice mail message may be left without protected health information, such as medications and relevant medical and psychiatric diagnoses. As soon as possible after the initial verbal notification, the Contractor will mail or fax a completed *Sentinel Event Reporting Form* as directed in this protocol.

Notification shall include the following:

1. Name and phone number of the individual reporting.
2. Name, date of birth (DOB), medications and all relevant medical and psychiatric diagnoses of individual(s) involved;
3. Location, date, and time of event;
4. Description of the event including what, when, where, how, and other relevant information and identification of any other individuals involved;
5. Legal status of the individual involved with regard to guardianship and power of attorney;
6. Community, guardian, family and/or families' knowledge of the event; and
7. Contractor contact person and contact information.

It shall be the responsibility of the BDAS Assistant Administrator or Clinical Services Unit Administrator or designee to notify the DCBCS Quality Improvement Director by e-mail as soon as the BDAS Clinical Administrator or designee becomes aware a Sentinel Event has occurred. The DCBCS Quality Improvement Director shall make immediate notification to the Commissioner. Internal e-mails within the Department may contain PHI and all Department employees will utilize safeguards to ensure the privacy of the PHI as stated in the DHHS General Manual Health Insurance Portability and Accountability Act (HIPAA) policy #504.

Each DCBCS bureau recognizes its responsibility to report evidence of neglect, abuse or exploitation to the appropriate regulatory agencies as required by RSA 161-F: 42-57 and RSA 169-C:29. In any case of known or suspected neglect, abuse or exploitation, the Contractor aware of the situation shall follow all applicable rules relative to individual rights protection procedures.

Written follow up information is to be forwarded by the reporting Contractor to the appropriate BDAS Administrator listed below within 72 hours by completing the *Sentinel Event Reporting Form.* To protect clients' confidential information, reporting Contractors should submit the *Sentinel Event Reporting Form* either by fax to the BDAS Assistant Administrator or the BDAS Clinical Services Unit Administrator by a mail service that provides delivery confirmation.

Bureau of Drug and Alcohol Services
Assistant Administrator
105 Pleasant Street
Concord, NH 03301
Or by fax to the BDAS Administrator's Office at 271-6105;

Follow-up information is the responsibility of the Contractor and should be submitted in a way as to protect clients' confidential information such as by mail with delivery confirmation and should include:

1. The *Sentinel Event Reporting Form(www.dhhs.nh.gov/dcbcs/documents/sentinelform.pdf)*;
2. Additional details as they are learned or if the status of the situation changes; and,
3. Copies of newspaper articles.

The BDAS Assistant Administrator or BDAS Clinical Services Unit Administrator is responsible for forwarding a copy of the *Sentinel Event Reporting Form* received from a Contractor to the DCBCS Quality Improvement Director at:

Division of Community Based Care Services
Quality Improvement Director
129 Pleasant Street
Concord, New Hampshire 03301
Or by fax: 271- 4912

Additionally, DHHS requires critical incident reporting. The Contractor shall report all critical incidents/sentinel events to the BDAS Clinical Services Unit Administrator immediately via telephone. Every effort shall be made to reach the BDAS administrator directly. If a voice message is necessary, sufficient provider contact information shall be provided so that DHHS is able to reach the reporter, or other responsible staff, immediately.

A critical incident includes, but is not limited to, any child or adult protective services report to the Division of Children, Youth and Families (DCYF), or the Bureau of Elderly and Adult Services (BEAS), respectively, regarding any incident involving 1) a staff/employee to youth or client, 2) youth to youth, or 3) client to client. This includes incidents that occur while a client is on leave, or on a pass, from the Contractor and may be off site at the time the incident occurred.

A sentinel event is an unexpected occurrence involving the death or serious physical or psychological injury, or risk thereof, signaling the need for immediate investigation and response.

Death or any serious injury or medical emergency regarding staff or clients that requires emergency medical attention (EMT or other emergency personnel at the Contractor's site, or a hospital emergency room visit), or any crime reportable to law enforcement, or any other serious incident must also be reported to DHHS as described below.

Reportable sentinel events include, but are not limited to, any occurrence that meets any of the following criteria:

1. An unanticipated death or permanent loss of function, not related to the natural course of an individual's illness or underlying condition.
2. Homicide or suicide of any individual receiving DHHS funded care, treatment or services, that had been discharged from a Department funded program or facility within 30 days of the event, or has been evaluated by a service Contractor within the preceding 30 days;
3. Sexual assault or rape of any individual receiving DHHS funded care, treatment or services by another client or employee of any Department funded program or facility where there is an act that was witnessed or there is sufficient clinical evidence obtained by the Contractor to support allegation of nonconsensual sexual contact.
4. Unauthorized departure of an individual receiving DHHS funded services, from a facility providing care, resulting in death or permanent loss of function.
5. Medication error that results in death, paralysis, coma, or other permanent loss of function.
6. Delay or failure to provide DHHS funded Contractor services that result in death or permanent loss of function.
7. Abuse as a result of the willful infliction of injury, unreasonable confinement, intimidation, or punishment with resulting physical harm, or mental anguish. This includes staff neglect or indifference to infliction of injury or intimidation of one individual by another.
8. Neglect as a result of the failure to provide the goods and services necessary to avoid physical harm, mental anguish or mental illness.
9. Assault of or by a client of the Contractor that results in the injury of the person or another person of such severity that medical attention is required.
10. Arson resulting in property loss.
11. High profile events, which may include media coverage and/or police involvement.

On-Site Reviews:

1. The Contractor shall allow a team or person authorized by DHHS to periodically review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services.
2. Reviews shall include, but not be limited to, client record reviews to measure compliance with this exhibit.
3. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this exhibit.
4. DHHS staff shall contact the Contractor in advance of the site visit, so that the Contractor shall have sufficient time to prepare any guidance/reporting systems or logs that will be reviewed at the site visit.

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NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Drug and Alcohol Services
Substance Use Disorder Treatment Services

Exhibit B
Purchase of Services
Contract Price

I. General Provisions

CONTRACT PERIOD: July 1, 2012 or date of G&C approval, whichever is later, through June 30, 2013

CONTRACTOR NAME: The Youth Council

ADDRESS: 112 West Pearl Street, Nashua, NH 03060

AGENCY CONTACT TITLE: Executive Director
AGENCY CONTACT NAME: Betsy Abrahams
TELEPHONE: 603-889-1090

Vendor #154886-B001

Job #95841387 Appropriation #05-095-095-958410-1387-102-500734
Job #95848501 Appropriation #05-095-095-958410-1388-102-500734
Job #95846501 Appropriation #05-095-095-958410-5365-102-500734

II. Funding Sources

The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services, as detailed in Exhibit B, during the period of the contract shall not exceed:

$ 23,713.00 for Substance Abuse Treatment Services, funded from 90% General funds and 10% Highway funds.

$ 16,876.00 for Substance Abuse Treatment Services, funded from 100% general funds from the Governor's Commission on Alcohol and Other Drug Prevention, Intervention and Treatment.

$ 34,424.00 for Substance Abuse Treatment Services, funded from 100% federal funds from the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment (SAPT) Block Grant, CFDA 93.959.

TOTAL: $75,013.00

III. Payment Methodology

The Contractor shall agree to use and apply all contract funds from the State for costs and expenses as detailed in the approved contract budget(s). Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. Starting in State Fiscal Year 2013 (effective July 1, 2012) the contractor will receive a payment for each modality of services at a rate of one-twelfth (1/12) of the annual amount approved in the contract for that modality, less any pay for performance factors (utilization, access and retention) that apply. The annual contract approved amount prorated to the monthly portion is considered the BASE monthly reimbursement amount.

1. Performance Utilization:

A. Utilization Performance Criteria for all residential, outpatient and intensive outpatient treatment services:

Utilization criteria will be applied exclusively on a month-by-month basis, Contractors will not be retroactively reimbursed at the higher rate for past months even if the Contractor later meets the higher utilization rates year to date. Utilization criteria is first applied to monthly billing submitted by the Contractor to determine the total amount of expenses eligible for reimbursable, after which access and retention criteria are applied to determine if that amount will be reimbursed at 95% or 100% according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

B. Utilization Methodology by Modality:

i. Outpatient: Utilization for Outpatient is factored at a rate of 100 direct clinical hours per month per FTE. One hundred (100) clinical hours equates to 100% utilization. Outpatient utilization does not require separate consideration for individual or group outpatient counseling, the total of both is based on direct clinical hours of service. The FTEs for the contract are determined based upon the level of funding provided for outpatient divided by $75,000 (e.g. Agency ABC funding for outpatient services is $168,750 divided by $75,000 per FTE results in 2.25 FTE.)
ii. Intensive Outpatient: Utilization for Intensive Outpatient is determined in the same manner as Outpatient based on Full Time Equivalent. Individual or group intensive outpatient counseling are combined in determining the utilization rate with the total of both based on direct clinical hours of service.
iii. Residential Treatment/transitional living/halfway house: Utilization for all residential services is factored by taking the amount of funding for the modality of residential services and dividing it by the *bed day rate* to determine the total number of bed days per year, and then diving this amount by 365 days to determine the "beds per day factor" (which is equal to the number of beds being funded) for this modality of residential services. Utilization for residential treatment is factored by multiplying the "beds per day factor" by the actual number of days in a given month. As an example, say agency ABC is funded in the amount of $438,000 to provide 28-day residential treatment services for adults. Given that the per day bed rate for adult residential treatment services is $120 per day, the agency would be expected to provide 3,650 ($438,000/$120) bed days per year / 365 days per year = 10 beds per day. Utilization for residential treatment is factored by multiplying the "beds per day factor" by

the actual number of days in a given month; in this example the number of bed days for April would be 30 (days in April) X 10 beds per day or 300 beds at 100% utilization.

2. Utilization Access and Retention Payment Criteria Requirement

Contractors will receive the billing amount net of utilization rates, for each billing month in which the agency has met both the Access and Retention criteria outlined below for the given month. Any Agency not meeting both the Access and Retention criteria will receive reimbursement at 95% of the amount after first factoring utilization. Access and retention criteria do not include recovery support services. Performance criteria will be applied exclusively on a month-by-month basis, contractors will not be retroactively reimbursed at the 100% rate for past months even if the contractor later meets the Access and Retention rates year to date.

A. Access to Services:

Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

B. Retention:

A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

3. Failure to Meet Deliverables:

The Contractor shall comply with all contract requirements as detailed in Exhibit A section B, Required Services. Upon determination that Contractor may not be meeting the required deliverables, within two (2) weeks BDAS will provide a written correction action plan. Within two (2) weeks of notification of the corrective action plan, Contractor will provide a written remedial plan. BDAS will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.

4. Invoicing & Billing:

Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each modality of service. Said invoices shall be submitted within twenty (20) working days following the end of the month during

which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date.

The Contractor shall have written authorization from the State prior to using contract funds to purchase or lease any equipment with a cost in excess of two thousand five hundred dollars ($2500) and with a useful life beyond one year.

IV. Allocation of Funding:

Any reallocation of funds between modalities of service requires prior written justification and approval from BDAS on behalf of DHHS. Reallocation of funds cannot exceed the total approved contracted amount.

V. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

The Contractor agrees to use the SAPT funds as the payment of last resort.

Restrictions on SAPT Block Grant on State and Contractor expenditures include:
The State may not:

- Provide inpatient hospital services except under those conditions outlined in the regulations.
- Make cash payments to intended recipients of substance abuse services.
- Purchase or improve land.
- Purchase, construct, or permanently improve buildings or other facilities.
- Purchase major medical equipment.
- Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds. (in-kind)
- Provide financial assistance to any entity other than a public or non-profit private entity.
- Provide individuals with hypodermic needles or syringes.
- Expend more than the amount of Block Grant funds expended in FFY91 for treatment services provided in penal or correctional institutions of the State.

The Contractor shall not:

- Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

VI. Charitable Choice:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's

responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department:

12.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities:** Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:**

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

(a) **Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed $500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard State contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the State does not exceed $500,000, is comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

18. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. Refer to RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated there under.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

The remainder of this page is intentionally left blank.

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

b) US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,

(i) 129 Pleasant Street

(ii) Concord, NH 03301

1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employee's about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted by:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (112 West Pearl Street, Nashua, NH 03060)

Check ☐ if there are workplaces on file that are not identified here.

The Youth Council **From:** July 1, 2012, or date of G&C Approval, whichever is later **To:** June 30, 2013

Contractor Name **Period Covered by this Certification**

Elizabeth G. Abrahams, Executive Director

Name and Title of Authorized Contractor Representative

Contractor Representative Signature *Date* May 22, 2012

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Applicable program covered:
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

C. Contract Period: July 1, 2012 or date of G&C Approval, whichever is later, through June 30, 2013

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" (available at www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf), in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executive Director

Contractor Signature | *Contractor's Representative Title*

The Youth Council

Contractor Name

5/22/2012

Date

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

1. Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. *The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

(1) PRIMARY COVERED TRANSACTIONS

1. **The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:**

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and

d. Have not within a three-year period preceding this application/proposal (contract) had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Executive Director

Contractor Signature **Contractor's Representative Title**

The Youth Council May 22, 2012

Contractor Name **Date**

NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions of this contract agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature]	Executive Director
Contractor Signature	**Contractor's Representative Title**
The Youth Council	May 22, 2012
Contractor Name	**Date**

The remainder of this page is intentionally left blank.

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions of this contract agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Signature	Executive Director Contractor's Representative Title
The Youth Council Contractor Name	May 22, 2012 Date

The remainder of this page is intentionally left blank.

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph d. below; or
III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such

information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health & Human Services	The Youth Council
The State Agency Name	Name of Contractor
Nancy L. Rollins	
Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins	Elizabeth G. Abrahams
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/12	5/22/2012
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND

II. TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. *More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and*
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions of the contract agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Contractor Representative Signature)

[redacted] Executive Director
(Authorized Contractor Representative Name & Title)

The Youth Council
(Contractor Name)

[redacted] 22, 2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions of the Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: [redacted] 048635601

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

[redacted] NO [redacted] YES

A. If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

[redacted] NO [redacted] YES

B. If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

Name: [redacted] Amount: [redacted]

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE YOUTH COUNCIL is a New Hampshire nonprofit corporation formed January 14, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2012

William M. Gardner
Secretary of State

WITHOUT SEAL

CERTIFICATE OF VOTE

I, Nicholas Frasca, of The Youth Council, do hereby certify that:

1. I am the duly elected President of the Board of Directors of The Youth Council;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 19, 2009;

   RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services.

   RESOLVED: That the Executive Director is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Elizabeth G. Abrahams is the duly elected Executive Director of the corporation.
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2012.

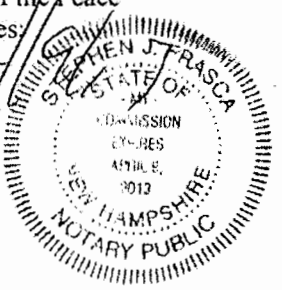
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Board of Directors of the corporation this 22nd day of May 2012.

Nicholas Frasca, President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of May 2012, by Nicholas Frasca.

Notary Public/Justice of the Peace
My Commission Expires:



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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 22, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments to existing agreements with multiple vendors to continue providing substance use disorder treatment and recovery services statewide by increasing the price limitations by $4,032,881 in the aggregate from $22,630,248 to an amount not to exceed $26,663,129 and by extending the completion date from June 30, 2015 to December 31, 2015, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. 52.7% Federal, 47.3% General.

Summary of contracted amounts by vendor:

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
Child & Family Services, Manchester, NH	260,409.00	43,401.50	303,810.50
Concord Hospital, Concord, NH	223,218.00	37,203.00	260,421.00
Families First of the Greater Seacoast, Portsmouth, NH	86,766.00	14,461.00	101,227.00
Families in Transition, Manchester, NH	997,590.00	166,265.00	1,163,855.00
Grafton County, North Haverhill, NH	208,233.00	34,705.50	242,938.50
Greater Nashua Council on Alcoholism, Nashua, NH	4,070,835.00	753,002.00	4,823,837.00
Headrest, Inc., Lebanon, NH	754,350.00	125,725.00	880,075.00
Horizons Counseling Center, Inc., Gilford, NH	568,728.00	132,058.00	700,786.00
Manchester Alcoholism Rehabilitation Center, Manchester, NH	3,361,797.00	560,299.50	3,922,096.50
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	81,342.00	13,557.00	94,899.00
Phoenix Houses of New England, Inc., Providence, RI	4,470,289.00	781,014.50	5,251,303.50

Vendor	Current Budget Amount	Increase/ Decrease Amount	Revised Budget Amount
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	1,297,404.00	260,000.00	1,557,404.00
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	3,989,508.00	664,918.00	4,654,426.00
Tri-County Community Action Program, Berlin, NH	2,034,740.00	408,764.50	2,443,504.50
The Youth Council, Nashua, NH	225,039.00	37,506.50	262,545.50
Totals	22,630,248.00	4,032,881.00	26,663,129.00

Funds are anticipated to be available in State Fiscal Years 2016 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attachment for fiscal details.

EXPLANATION

These **sole source** actions are requested to provide a continuum of substance abuse treatment services for an additional six months. This will allow the Department the additional time to develop and publish a request for proposals that meets the changes for substance use disorder treatment services for the State of New Hampshire.

The fifteen Contractors will continue providing their current services such as: community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. Additionally, this amendment includes funding for four vendors to develop and implement Medication Assisted Treatment Services, with two of the four subsequently providing Medication Assisted Treatment Services. These medication assisted treatment services are a critical component of combating the on-going opioid epidemic and associated spike in overdose deaths. These Contracted funds are used to support services for individuals who are not eligible for Medicaid or the New Hampshire Health Protection Program and for services not covered by these programs.

The Contractors will treat eligible clients who are unable to pay for services or able to pay only part of the cost of services, and who have or is suspected of having an alcohol or other drug abuse problem, and who are a resident of the State of New Hampshire or are homeless in New Hampshire.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item # 134), Amendments for SFY 2015 were approved on June 28, 2014 (Item #99), with this request providing services for the period July 1, 2015 to December 31, 2015.

This Governor and Executive Council package includes the amendment #3 and a copy of the Governor and Council Letters for the original contract and Amendments #1 and #2 for each contractor. An electronic copy of Amendments #1 and #2 for each contractor can viewed on line at http://sos.nh.gov/GC2.aspx.

The following performance measures will be used to assess the effectiveness of the agreements:

- The timeliness with which providers respond to calls requesting services within 5 business days to conduct initial eligibility screening.
- A $75.00 payment will be paid to the treatment contractor for each client who either completes or transfers to another treatment provider for continuing services.
- A $50.00 client follow-up fee will be paid to the treatment contractor at 3 months and again at 6 months post-discharge for each client who is contacted for follow-up and who meets at least 3 of the outcome criteria below:
    - Abstinence: The client reports reduced or no substance use in the past 30 days.
    - Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
    - Crime and Criminal Justice: The client reports no arrests in the past 30 days.
    - Stability in Housing: The client reports being in stable housing.
    - Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

Area served: Statewide

Source of Funds: 52.7% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14 and 47.3% General.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
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Nicholas A. Toumpas
Commissioner

Diane M. Langley
Director

December 8, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to amend existing **Sole Source** agreements with two of fifteen vendors by increasing the price limitations by $296,844, from $22,333,404 to $22,630,248 in the aggregate, for a continuum of substance abuse treatment services statewide, effective date of Governor and Executive Council approval through June 30, 2015. There is no change to the original end date of June 30, 2015. These agreements were originally approved by Governor and Executive Council on June 20, 2012, (Item 108 and 102), and were subsequently amended on June 5, 2013, (Item 102A), and on June 18, 2014, (Item 99). 46% Federal, 54% General.

Summary of contracted amounts by vendor:

Contractor	Current Budget	Increase/ Decrease Amount	Revised Modified Budget
Child & Family Services, Manchester, NH	$ 260,409	$ 0	$ 260,409
Concord Hospital, Concord, NH	$ 223,218	$ 0	$ 223,218
Families First of the Greater Seacoast, Portsmouth, NH	$ 86,766	$ 0	$ 86,766
Families in Transition, Manchester, NH	$ 997,590	$ 0	$ 997,590
Grafton County, North Haverhill, NH	$ 208,233	$ 0	$ 208,233
Greater Nashua Council on Alcoholism, Nashua, NH	$ 4,070,835	$ 0	$ 4,070,835
Headrest, Inc., Lebanon, NH	$ 754,350	$ 0	$ 754,350
Horizons Counseling Center, Inc., Gilford, NH	$ 568,728	$ 0	$ 568,728
Manchester Alcoholism Rehabilitation Center, Manchester, NH	$ 3,361,797	$ 0	$ 3,361,797
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	$ 81,342	$ 0	$ 81,342
Phoenix Houses of New England, Inc., Providence, RI	$ 4,372,470	**$ 97,819**	$ 4,470,289
National Council on Alcoholism and Drug Dependence of Greater Manchester, Manchester, NH	$ 1,297,404	$ 0	$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services, Dover, NH	$ 3,989,508	$ 0	$ 3,989,508
Tri-County Community Action Program, Berlin, NH	$ 1,835,715	**$199,025**	$ 2,034,740
The Youth Council, Nashua, NH	$ 225,039	$ 0	$ 225,039
Totals	$22,333,404	$296,844	$22,630,248

Funds to support this request are available in the following accounts in SFY 2015, with authority to adjust amounts within the price limitation without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	$4,387,176	$65,305	$4,452,481
		Subtotal	$4,387,176	$65,305	$4,452,481

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2015	102-500734	Contracts for Prog Svc	$17,946,228	$231,539	$18,177,767
		Subtotal	$17,946,228	$231,539	$18,177,767
		Grand Total	$22,333,404	$296,844	$22,630,248

EXPLANATION

These **sole source** actions are requested to ensure the continued provision of a statewide continuum of substance abuse treatment services for SFY 2015. Two anticipated vendors declined to contract for the provision of these services, creating a coverage gap. These two amendments close the coverage gap, ensuring services are available statewide for the remainder of SFY 2015. In June 2014, the Department sought Governor and Executive Council approval for amendments with 15 of the affected vendors out of the original 17 that were formerly providing services. Two vendors chose not to continue their agreements, creating a gap in available services in the Monadnock and North Country regions. Tri County Community Action Program and Phoenix Houses of New England, Inc. have agreed to increase their service capacity for these regions ensuring that area residents in need of these services have sufficient access. In combination, the full statewide continuum of services will be provided to the population served. The entire statewide continuum of services includes community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, along with specialized treatment services for pregnant and parenting women and their children.

Funds provided through these agreements are used to support services for individuals who are not eligible for Medicaid or the NHHPP, and services not otherwise covered by Medicaid or the NHHPP. The target population for the services provided through these agreements are for individuals that are either unable to pay for services or able to pay only part of the cost of services, who have or are suspected of having an alcohol or other drug abuse problem, and who are residing in NH.

Should the Governor and Executive Council determine to not authorize this request individual access to these services for these two regions will continue to be diminished as a result of lower provider capacity – leaving people that suffer from substance use disorders waiting for services that could mean the difference between sobriety and overdose. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service may place that Block Grant in jeopardy.

Area served: Statewide

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14 and 54% General.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Diane M. Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley, Director
Sheri Rockburn, Director

105 PLEASANT STREET, CONCORD, NH 03301
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May 30, 2014

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with multiple vendors increasing the price limitations by $7,444,467 in the aggregate from $14,888,937 to an amount not to exceed $22,333,404 in the aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2014 to June 30, 2015, effective July 1, 2014 or date of Governor and Executive Council approval, whichever is later.

Summary of contracted amounts by vendor: 52.9% Federal/47.1 General

Contractor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Child & Family Services	$ 173,606	$ 86,803	$ 260,409
Concord Hospital	$ 148,812	$ 74,406	$ 223,218
Families First of the Greater Seacoast	$ 57,844	$ 28,922	$ 86,766
Families in Transition	$ 665,060	$ 332,530	$ 997,590
Grafton County	$ 138,822	$ 69,411	$ 208,233
Greater Nashua Council on Alcoholism	$ 2,713,890	$ 1,356,945	$ 4,070,835
Headrest, Inc.	$ 502,900	$ 251,450	$ 754,350
Horizons Counseling Center, Inc.	$ 379,152	$ 189,576	$ 568,728
Manchester Alcoholism Rehabilitation Center	$ 2,241,198	$ 1,120,599	$ 3,361,797
The Mental Health Center of Greater Manchester, Inc.	$ 54,228	$ 27,114	$ 81,342
Phoenix Houses of New England, Inc.	$ 2,914,980	$ 1,457,490	$ 4,372,470
National Council on Alcoholism and Drug Dependence of Greater Manchester	$ 864,936	$ 432,468	$ 1,297,404
Southeastern New Hampshire Alcohol and Drug Abuse Services	$ 2,659,672	$ 1,329,836	$ 3,989,508
Tri-County Community Action Program	$ 1,223,811	$ 611,904	$ 1,835,715
The Youth Council	$ 150,026	$ 75,013	$ 225,039
Totals	$ 14,888,937	$ 7,444,467	$22,333,404

Funds to support this request are anticipated to be available in the following accounts in SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets, with

authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see Attachment A for financial details

EXPLANATION

These **sole source** actions are requested to provide a continuum of substance abuse treatment services for SFY 2015 as the healthcare landscape in New Hampshire rapidly changes with the implementation of the New Hampshire Health Protection Program (NHHPP). Under the New Hampshire Health Protection Program a substance use disorders benefit will be made available in New Hampshire on a limited Medicaid basis for the first time. As a result of these changes and the immediacy with which the New Hampshire Health Protection Program is being implemented, the Department determined it was necessary to put forth a sole source amendment for this transition year. This Requested Action to approve 15 of 15 amendments totaling $7,444,467 is anticipated to be spent state-wide for services that include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. Funds are used to support services for individuals who are not eligible for Medicaid or the New Hampshire Health Protection Program and for services not covered by these programs. See Matrix of Services (Attachment B).

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. Previously, the contractors have established rates and sliding fee scales independently; however, for SFY15, Bureau of Drug and Alcohol Services established a universal sliding fee scale for all contracted providers. The required universal sliding fee scale along with standardized service rates will ensure that clients bear the same degree of financial responsibility regardless of which Bureau of Drug and Alcohol Services contracted provider they access services with.

These contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs of clients within particular regions of the state. Furthermore, the payment structure built into these contracts incentivizes practices that lead to positive client outcomes such as: abstinence, involvement in employment and/or education, and lack of involvement with the criminal justice system.

The following data illustrate the critical need for substance abuse treatment in New Hampshire. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration provides incidence rates for the 12 and over population in New Hampshire. Data collected in 2011/2012 provided the following rates:

- Alcohol Dependence or Abuse: 86,548 (6.79% of population)
- Illicit Drug Dependence or Abuse: 32,160 (2.76% of population)

- Needing but not receiving treatment for alcohol abuse: 73,949 (6.55% of population)
- Needing but not receiving treatment for illicit drug use: 28,563 (2.53% of population)

Recently, heroin and prescription drug use and the consequences of that use have reached epidemic proportion in New Hampshire:

- According to the 2011-2012 National Survey on Drug Use and Health, the rate of New Hampshire's young adults (ages 18 to 25) who reported non-medical use of pain relievers was the 11TH highest of all states, with 11.6% reporting abuse in the past year
- In the last ten years, the number of people admitted to state funded treatment programs rose by 90% for heroin use and by 500% for prescription opiate abuse. The sharpest increase was between 2012 and 2013.
- According to the New Hampshire State Police Forensic Laboratory, of traffic stops and arrests leading to a blood or urine test in 2012, 13%, or 704 arrests, involved heroin
- In 2011, drug-related deaths peaked at 200, more than ever before and four times as many deaths as in 2000, with 80% of drug deaths involving prescription medication, primarily opioid pain relievers

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment services could result in the loss of Federal Block Grant funds made available for these services.

The vendors were originally selected for these agreements through a competitive bid process. The original contracts for SFY 2013 were approved by Governor and Counsel on June 20, 2012, (Items 96, 97, 99 – 110, 112). Amendments for SFY 2014 were approved on June 5, 2013 (Item # 102A), except Grafton County approved on July 10, 2013 (Item # 50) and The Youth Council on June 19, 2013 (Item # 134), with this request providing services for the period July 1, 2014 to June 30, 2015. These amendments represent level funding of all vendors.

This Governor and Executive Council package includes the amendment #2 and a copy of the Governor and Council Letters for amendment #1 and for the original contract for each contractor. An electronic copy of amendment #1 for each contractor can viewed on line at http://sos.nh.gov/GC2.aspx.

The following performance measures will be used to assess the effectiveness of the agreements:

- The timeliness with which providers respond to calls requesting services within 5 business days to conduct initial eligibility screening.
- A $75.00 payment will be paid to the treatment contractor for each client who either completes or transfers to another treatment provider for continuing services.
- A $50.00 client follow-up fee will be paid to the treatment contractor at 3 months and again at 6 months post-discharge for each client who is contacted for follow-up and who meets at least 3 of the outcome criteria below:
    - Abstinence: The client reports reduced or no substance use in the past 30 days.
    - Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school.
    - Crime and Criminal Justice: The client reports no arrests in the past 30 days.
    - Stability in Housing: The client reports being in stable housing.
    - Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days.

Area served: State-wide

Source of Funds: 52.9% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.1% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Diane Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

DEPARTMENT OF HEALTH & HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Matrix of Services

Contractor	SFY 2015 Amount	Outpatient (ASAM Level 1)	Outpatient (ASAM Level 1) Pregnant & Parenting Women	Intensive Outpatient (ASAM Level 2.1)	Intensive Outpatient (ASAM Level 2.1) - Pregnant & Parenting Women	Low-Intensity Residential (ASAM Level 3.1, Formerly Transitional Living)	Low-Intensity Residential (ASAM Level 3.1, Formerly Transitional Living) Pregnant Women & Parenting Women	High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent (ASAM Level 3.5)	High-Intensity Residential – Adult and Medium Intensity Residential – Adolescent (ASAM Level 3.5) Pregnant Women	Specialty Residential Treatment for Pregnant & Parenting Women (ASAM Level 3.5)	Recovery Support Services	Recovery Support Services Pregnant & Parenting Women	Enhanced Services – Childcare and Transportation	Enhanced Services – Transportation
Child and Family Services of New Hampshire	$ 86,803	x		x							x			
Concord Hospital, Inc.	$ 74,406	x		x							x			
Families First of the Greater Seacoast	$ 28,922		x		x							x		
Families in Transition	$ 337,530		x		x							x	x	
Grafton County	$ 69,411	x		x							x			
Greater Nashua Council on Alcoholism	$ 1,356,945	x	x	x	x	x	x	x	x	x	x	x		
Headrest	$ 251,450	x		x		x					x			
Horizons Counseling Center, Inc.	$ 189,576	x		x							x			
Manchester Alcoholism Rehabilitation Center	$ 1,120,599	x		x				x			x			
National Council on Alcoholism and Drug Dependence/Greater Manchester	$ 432,468	x		x		x					x			
Phoenix Houses of New England, Inc.	$ 1,457,490					x		x			x			
South Eastern New Hampshire Alcohol and Drug Abuse Services	$ 3,329,836	x	x	x	x	x	x	x	x		x	x		x
Tri-County Community Action Programs, Inc.	$ 611,904					x		x			x			
The Mental Health Center of Greater Manchester, Inc.	$ 27,114	x		x							x			
The Youth Council	$ 75,013	x		x							x			
Total	$ 7,444,467													

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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APPROVED BY _____
DATE 6/5/13
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ITEM # 10CA

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by $7,596,887 in aggregate from $7,596,890 in aggregate to $15,193,777 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

Vendor	Amount
Child and Family Services of New Hampshire	$86,803
Concord Hospital, Inc.	$74,406
Families First of the Greater Seacoast	$28,922
Families in Transition	$332,530
Greater Nashua Council on Alcoholism	$1,356,945
Headrest, Inc.	$251,450
Horizons Counseling Center, Inc.	$189,576
Manchester Alcoholism Rehabilitation Center	$1,120,599
The Mental Health Center of Greater Manchester, Inc.	$27,114
Monadnock Family Services	$97,819
Northern Human Services	$199,025
Phoenix Houses of New England, Inc.	$1,457,490
National Council on Alcoholism and Drug Dependence of Greater Manchester	$432,468
Southeastern New Hampshire Alcohol and Drug Abuse Services	$1,329,836
Tri-County Community Action Programs, Inc.	$611,904
TOTAL	$7,596,887

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of 15 of 17 agreements that represent $7,596,887 of the $7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining two agreements will be presented to Governor and Executive Council on June 19, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of $7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services
ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Area served: State-wide

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

GFC 6-19-13

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 4, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to exercise renewal options with vendors by increasing the price limitations by $150,026 in aggregate from $13,507,879 in aggregate to $13,657,905 in aggregate for a continuum of substance abuse treatment services state-wide and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor: 52.6% Federal 47.4% General

Vendor	Amount
The Youth Council	$150,026
TOTAL	$150,026

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contracts without further approval from Governor and Executive Council.

05-95-49-491510-2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% General Funds)

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (34.4% General 65.6% Federal)

Please see attachment for financial details

EXPLANATION

The requested action seeks approval of the 16th of 17 agreements (Governor and Council approved 15 of the agreements as a single item on June 5, 2013) and represents $150,026 of the $7,741,314 total anticipated to be spent state-wide to provide a continuum of substance abuse treatment services via the accounting codes listed. These services include community based outpatient, intensive outpatient, residential, transitional living, and

recovery support services, including specialized treatment services for pregnant and parenting women and their children. This request seeks to exercise the renewal option that exists within each of the vendor contracts. The Department anticipates that the remaining agreement will be presented to Governor and Executive Council in July, 2013.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, these contracts will continue to allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The vendors were originally selected for this agreement through a competitive bid process. This request covers services for the period July 1, 2013 to June 30, 2014, and anticipates exercising the option to renew for one additional year as provided all of the previous vendor contracts, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with the listed vendors in State Fiscal Year 2013 in the amount of $7,741,314 in the aggregate. This agreement represents level funding of all vendors.

The following performance measures will be used to measure the effectiveness of the agreements:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services
ii. Have completed a minimum of 8 days of intensive outpatient treatment services – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for I intensive outpatient treatment services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Contractors, with the exception of those agencies that only offer outpatient services, are required to develop the capacity for group recovery support aftercare services for a minimum of 25% of the number treatment clients (including outpatient and transitional living program clients) they are under contract to serve. Group recovery support aftercare services are services that are consistent with an individual's recovery plan that prevent relapse and enhance or remove barriers to recovery. Recovery Support Services include, but are not limited to, guidance in financial management, parenting, vocational training, life management and spiritual counseling as well as transportation and child-care. These group recovery support services are for clients discharged from substance use disorder treatment services provided under contract with the Bureau of Drug and Alcohol Services on behalf of the Department, which may include clients that had received SUD treatment from the Contractor or a different agency. Contractors are only allowed to access these services for their clients or clients that had received substance use disorder treatment from a different agency through the statewide care coordination program under agreement with the Bureau of Drug and Alcohol Services on behalf of the Department.

All treatment programs under contract with the Bureau of Drug and Alcohol Services on behalf of the Department are required to report on the National Outcome Measures (see attached) established by the Substance Abuse and Mental Health Services Administration, as required in the Federal Substance Abuse Prevention and Treatment Block Grant, via the Electronic Health Record/Web Infrastructure Treatment System. The Department of Health and Human Services reserves the right to consider Contractor performance across all of the domains in future funding decisions. The Contractor is expected to meet or exceed these percentages as measured by the Electronic Health Record/Web Infrastructure Treatment System.

Area served: State-wide

Source of Funds: 52.6% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant and 47.4% General .

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 29, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 13
ITEM # 103

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Child and Family Services of New Hampshire (Vendor #177166 B002), 464 Chestnut Street, Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $86,803.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$39,925.00
			Subtotal	$39,925.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$19,474.00
			Subtotal	$19,474.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$27,404.00
			Subtotal	$27,404.00
			Total	$86,803.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Child and Family Services of New Hampshire was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $86,803.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

106 PLEASANT STREET, CONCORD, NH 03301
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May 25, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 106

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Concord Hospital, Inc. (Vendor #177653 B014), 250 Pleasant Street, Concord, NH 03301, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $74,406.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$34,223.00
			Subtotal	$34,223.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$16,693.00
			Subtotal	$16,693.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$23,490.00
			Subtotal	$23,490.00
			Total	$74,406.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Concord area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Concord Hospital, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $74,406.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Concord.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

COPY

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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APPROVED BY _____
DATE 6/20/12
PAGE 13
ITEM # 100

May 24, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families First of the Greater Seacoast (Vendor # 166629) , 100 Campus Drive, Suite 12, Portsmouth, New Hampshire, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $28,922.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$28,922.00
			Total	$28,922.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Portsmouth area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families First of the Greater Seacoast was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $28,922.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Portsmouth New Hampshire.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 · TDD Access: 1-800-735-2964

May 29, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 13
ITEM # 10I

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Families in Transition (Vendor #157730 B001), 122 Market Street, Manchester, NH 03101, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $332,530.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$332,530.00
			Subtotal	$332,530.00
			Total	$332,530.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts

include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving ~~treatment for alcohol abuse: 93,990 (7% of~~ population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Families in Transition was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $332,530.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.
  - Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 25, 2012

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 110

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Greater Nashua Council on Alcoholism D/B/A Keystone Hall (Vendor #166574 B001), 615 Amhurst Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,356,945.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$833,565.00
			Subtotal	$833,565.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$217,425.00
			Subtotal	$217,425.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$305,955.00
			Subtotal	$$305,955.00
			Total	$1,356,945.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Greater Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Greater Nashua Council on Alcoholism D/B/A Keystone Hall was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,356,945.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Greater Nashua area.

Source of Funds: 61.43% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 36.32% General Funds and 2.25% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 97

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Headrest, Inc. (Vendor # 175226), 14 Church Street, Lebanon, NH 03766, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $251,450.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$115,654.00
			Subtotal	$115,654.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$56,413.00
			Subtotal	$56,413.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$79,383.00
			Subtotal	$79,383.00
			Total	$251,450.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Lebanon Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Headrest, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $251,450.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Lebanon Area.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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May 25, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 99

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Horizons Counseling Center, Inc. (Vendor #156808 B001), 25 Country Club Road, Suite 705, Gilford, NH 03249, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $189,576.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$87,195.00
			Subtotal	$87,195.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$42,532.00
			Subtotal	$42,532.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$59,849.00
			Subtotal	$59,849.00
			Total	$189,576.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Gilford, Laconia and Plymouth areas.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Horizons Counseling Center, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $189,576.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Gilford, Laconia and Plymouth areas.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 14
ITEM # 104

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Manchester Alcoholism Rehabilitation Center (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,120,599.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$515,420.00
			Subtotal	$515,420.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$251,406.00
			Subtotal	$251,406.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$353,773.00
			Subtotal	$353,773.00
			Total	$1,120,599.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester Area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Manchester Alcoholism Rehabilitation Center was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,120,599.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.

ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.

iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.

ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)

ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.

iii. Have completed a minimum of 14 days of residential treatment service

iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester Area.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
~~Associate Commissioner~~

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

DSH

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 111

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Mental Health Center of Greater Manchester, Inc. (Vendor #177184 B001), 401 Cypress Street, Manchester, NH 03103, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $27,114.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$12,377.00
			Subtotal	$12,377.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$6,083.00
			Subtotal	$6,083.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$8,654.00
			Subtotal	$8,654.00
			Total	$27,114.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Mental Health Center of Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $27,114.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester.

Source of Funds: 45.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 51.16% General Funds and 3.19% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 24, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 108

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Phoenix Houses of New England, Inc. (Vendor # 177589), 99 Wayland Ave., Suite 100, Providence, RI 02906, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,457,490.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$670,372.00
			Subtotal	$670,372.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$326,988.00
			Subtotal	$326,988.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$460,130.00
			Subtotal	$460,130.00
			Total	$1,457,490.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Statewide.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Phoenix Houses of New England, Inc. was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,457,490.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

Source of Funds: 45.99% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

AF SKD 1/1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 25, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 107

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with National Council on Alcoholism and Drug Dependence of Greater Manchester, (Vendor #177265 B001), 101 Manchester Streetm Manchester, NH 03105, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $432,468.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$198,914.00
			Subtotal	$198,914.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$97,024.00
			Subtotal	$97,024.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$136,530.00
			Subtotal	$136,530.00
			Total	$432,486.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Manchester area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

National Council on Alcoholism and Drug Dependence/Greater Manchester was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $432,468.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Manchester area.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6100 1-800-804-0909
FAX: 603-271-6105 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 105

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Southeastern New Hampshire Alcohol and Drug Abuse Services (Vendor #155292 B001), 272 County Farm Road, Dover, NH 03820, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $1,329,836.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$753,339.00
			Subtotal	$753,339.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$239,491.00
			Subtotal	$239,491.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$337,006.00
			Subtotal	$337,006.00
			Total	$1,329,836.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Dover area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Southeastern New Hampshire Alcohol and Drug Abuse Services was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $1,329,836.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Dover area.

Source of Funds: 56.65% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 40.82% General Funds and 2.53% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/ljp

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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May 24, 2012

APPROVED BY
DATE 6/20/12
PAGE 13
ITEM # 102

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with Tri-County Community Action Programs, Inc. (Vendor #177195), 30 Exchange Street, Berlin, NH 03570, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $611,907.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$281,447.00
			Subtotal	$281,447.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$137,281.00
			Subtotal	$137,281.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$193,179.00
			Subtotal	$193,179.00
			Total	$611,907.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, statewide

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

Tri County Community Action Programs, Inc., was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $611,907.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Statewide.

Source of Funds: 46% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.85% General Funds and 3.15% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 25, 2012

APPROVED BY _____
DATE 6/20/12
PAGE 14
ITEM # 112

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with The Youth Council (Vendor #154886 B001), 112 West Pearl Street, Nashua, NH 03060, to provide for a continuum of substance abuse treatment services, in an amount not to exceed $75,013.00 to be effective July 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are available in the following accounts for State Fiscal Year 2013:

05-95-95-958410-5365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, ALCOHOL AND OTHER TREATMENT

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95846501	$34,424.00
			Subtotal	$34,424.00

05-95-95-958410-1388 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT AND PREVENTION, GOVERNOR

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95848501	$16,876.00
			Subtotal	$16,876.00

05-95-95-958410-1387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS TREATMENT & PREVENTION, TREATMENT-PREVENTION-STATE

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500734	Contracts for Prog Svc	95841387	$23,713.00
			Subtotal	$23,713.00
			Total	$75,013.00

EXPLANATION

The purpose of this agreement is to provide a continuum of substance abuse treatment services such as community based outpatient, intensive outpatient, residential, transitional living, and recovery support services, including specialized treatment services for pregnant and parenting women and their children, in the Nashua area.

Client eligibility for treatment services is targeted at those either unable to pay for services or able to pay only part of the cost of services, and who has or is suspected of having an alcohol or other drug abuse problem, and who is a resident of the State of New Hampshire or is homeless in NH. All clients discharged from treatment services supported by this contract will be referred to care coordination and recovery-support aftercare services as clinically appropriate, supported separately by the Federal Access to Recovery Grant.

The State is migrating toward a Resiliency and Recovery Oriented Systems of Care. Recovery-oriented systems of care are networks of organizations, agencies and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. In addition, this contract will allow the State to improve the quality and array of services available to clients. Quality improvement efforts include the exchange of data and information that will support "data driven" prevention and treatment programming to better address the needs to the region.

The New Hampshire Office of Energy and Planning reported the 2009 Population Estimates of New Hampshire Cities and Towns as 1,324,575. The National Survey on Drug Use and Health commissioned by the Substance Abuse and Mental Health Services Administration in 2008/2009 reported the following demographic data for New Hampshire:

- Alcohol Abuse: 97,630 (7% of population)
- Alcohol dependence: 44,850 (3% of population)
- Illicit Drug Abuse: 43,810 (3% of population)
- Illicit Drug Dependence: 32,240 (2% of population)
- Substance Abuse: 126,630 (10% of population)
- Needing but not receiving treatment for alcohol abuse: 93,990 (7% of population)
- Needing but not receiving treatment for illicit drug use: 39,390 (3% of population)

In addition, the New Hampshire Medical Examiner office reported 172 drug related overdose deaths in NH during 2010. The New Hampshire Administrative Office of the Courts reported 9,500 arrests and 5,000 convictions for Driving While Impaired in 2009. Approximately 90% of individuals arrested for Driving While Impaired have an underlying substance abuse disorder according to the National Institute on Alcohol Abuse and Alcoholism.

Should the Governor and Executive Council determine to not authorize this Request, agencies would not have sufficient resources to promote, implement and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery. In addition, failure to obligate the federal funds in the Substance Abuse Prevention and Treatment Block Grant to community based programs to provide alcohol and other drug treatment service would place that Block Grant in jeopardy.

The Youth Council was selected for this agreement through a competitive bid process. A Request for Proposals was posted on the Department's web site on March 6, 2012 through April 2, 2012. In addition, a bidder's conference was held on March 12, 2012.

A total of 19 proposals were received. A review committee of three professionals reviewed each proposal. All reviewers have between three to twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include: maternal and child health; substance abuse prevention and treatment; chronic and communicable diseases; and public health infrastructure. Eighteen of the proposals were selected for funding based on review criteria that included availability of funds, consistency with stated funding priorities, technical score, and equitable geographic distribution. The agency that was not selected did not meet the minimum scoring criteria established for funding. The Bid Summary is attached.

This request covers services for the period July 1, 2012 to June 30, 2013, with an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council. These services were contracted previously with this agency in State Fiscal Year 2012 in the amount of $75,013.00. This agreement represents level funding.

The following performance measures will be used to measure the effectiveness of the agreement:

- Utilization criteria will be applied exclusively on a month-by-month basis according to the criteria below.

i. Contracts running at 90% to 100% of utilization in a given month will be reimbursed at 100% of the contracted rate for that month.
ii. Contracts running at 80% to 89% of utilization in a given month will be reimbursed at rate of 95% of the contracted rate for that month.
iii. Contracts running below 80% of utilization in a given month will be reimbursed at the rate of utilization for that month (for example for a given month in which utilization was 59% the contractor would be reimbursed at 59% of the contracted rate for that month).

- Treatment contractors shall respond to calls requesting services, whether an initial or subsequent call, from clients or referring agencies as soon as possible and within at least 2 business days following the day the call was received. The following Access Criteria must be met for a minimum of 80% of prospective clients (from clients or referring agencies) for the month in which billing is being submitted:

i. Treatment contractors are required to conduct initial eligibility screening as soon as possible, ideally at the time of first contact (direct communication by phone or in person) with the client or referring agency, but not later than 5 business days following the date of first contact.
ii. Those who have screened eligible for services will start receiving services, whether for the identified level of care or interim services, within 10 business days follow the eligibility screening.

- A minimum of 70% of clients, which have completed or otherwise are no longer receiving services, will have met the minimum retention standards for the modality of services received as noted below:

i. Have completed a minimum of 6 sessions of outpatient treatment services (OP)
ii. Have completed a minimum of 8 days of intensive outpatient treatment services (IOP) – only those days in which a client has participated in minimum of 10 units (2.5 hours) of service per day (12 units per day is the standard for IOP services) may be counted.
iii. Have completed a minimum of 14 days of residential treatment service
iv. Has completed a minimum of 28 days in a transitional living/halfway house residential program.

Area served: Nashua.

Source of Funds: 45.89% Federal Funds from Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, 50.95% General Funds and 3.16% Other (Highway) Funds.

In the event that the Federal or Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

NLR/df